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1988 supplemental food pro-
gram for women, infants
and children (WIC)

State plan for Montana's special supplement



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1988 STATE PLAN

for

MONTANA'S SPECIAL SUPPLEMENTAL
FOOD PROGRAM FOR WOMEN, INFANTS
AND CHILDREN (WIC)

MONTANA DEPARTMENT OF HEALTH AND
ENVIRONMENTAL SCIENCES,

John J. Drynan, M.D., Director

1988 MONTANA WIC STATE PLAN

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INTRODUCTION

INTRODUCTION

A. 1988 Montana State Plan Purpose

1. To provide an action plan with defined goals and objectives for operation and administration of the WIC Program during Federal Fiscal Year 1988.
2. To demonstrate compliance with federal law and U.S.D.A. Regulations applicable to the WIC Program.
3. To inform the public and local agencies of WIC program components and operations, and provide a mechanism for their input into program administration.

B. The WIC Program

1. Description: The Special Supplemental Food Program provides low income, pregnant, postpartum, and lactating women, infants and children up to age five, at nutritional risk, with:
 - a. Nutrition assessment, education and counseling to improve eating behaviors and reduce nutritional problems.
 - b. Selected foods to supplement diets lacking in nutrients needed during this critical time of growth and development.
 - c. Access to preventive health programs and referral to private and public health providers.
2. Authority for WIC: WIC is administered by the United States Department of Agriculture (USDA) under Public Law 95-627, Child Nutrition Act of 1966. Current regulations were issued July 27, 1979 with the exception of food package regulations which follow Section 246-8 of August 26, 1977. Revisions of these regulations were published February 13, 1985.
3. Congressional Intent: Public Law 95-627 defines the purpose of WIC: "Congress finds that substantial numbers of pregnant, postpartum and breastfeeding women, infants and children from families with inadequate income are at special risk with respect to their physical and mental health by reason of inadequate nutrition or health care or both. The purpose of WIC is to provide supplemental foods and nutrition education through local agencies to eligible persons. The program shall serve as an adjunct to good health care during critical times of growth and development in order to prevent the occurrence of health problems and improve the health status of these persons."
4. Organizational Overview: Funds for food and administrative costs are funneled from USDA, Food and Nutrition Service (FNS), to the State Agency, which in Montana is the State Department of Health and Environmental Sciences, Family/Maternal and Child Health Bureau, WIC Program. The State WIC Agency makes grants to local programs which provide direct services to the participants. Responsibilities for delivery of the services is divided into three levels:

- a. Responsibilities of Local Agencies: Local Agencies hire staff, conduct outreach, certify program applicants, issue food vouchers to participants, enter into agreements with and provide training to vendors, prepare annual nutrition health plans, provide nutrition services, interpret State policies and procedures, establish local agency policies, and provide certain minimum health care services to all program participants.
 - b. Responsibilities of the State Agency: These include provision of funding to Local Agencies through the contracting process, maintaining the food delivery system and fiscal responsibility, interpretation of USDA regulations, policy making and development of procedures for program operation, monitoring, technical assistance and training for Local Agencies in nutrition and administration, and writing the State Plan.
 - c. Responsibilities of USDA's Regional Office; Denver, Colorado: The Denver office performs management evaluations on state and local levels to determine compliance with federal regulations, FNS guidelines, and the Montana State Plan. They provide technical assistance and act as a clearinghouse for USDA policy and information, and distribute monies to the state agencies in their region via published funding formulas.
5. Overview of Local Program operations: The potential participant applies for program benefits and is determined eligible or ineligible based on information she/he provides regarding his/her place of residence, income and nutritional status. If eligible, vouchers are given each month for specific food items allowed on the program and which have been prescribed for their nutritional needs. Nutrition care is provided during the certification period according to a written plan for the individual or family. Participants are referred to private medical practitioners, well child clinics, community agencies or programs as appropriate. At periodic intervals, participants reapply for certification.

C. WIC In Montana

The Montana WIC Program began in 1974, with two pilot projects on the Fort Peck and Northern Cheyenne Reservations. By the end of 1974, approximately 800 women, infants and children were receiving program benefits monthly. Total program funds at that time were approximately \$120,000. In the beginning of 1976, the caseload had reached 7,900 monthly in 10 counties and 7 Reservations. By April of 1978, the caseload had risen to 12,200 monthly, and in addition to the 7 Indian Reservations, participants in 39 counties were served by the WIC program.

Currently, about 13,500 clients per month receive WIC benefits through thirty-one local agencies (including seven Indian reservations) in 40 counties.



SECTION I
GOALS AND OBJECTIVES
7 CFR 246.4(a)(1)



- A. Mission: To provide low income, pregnant, postpartum, and lactating women, infants, and children up to age five, at nutritional risk, with:
- a. Nutrition education and counseling, intervention, referral and follow-up on identified risks to improve eating behaviors and reduce or eliminate nutritional problems.
 - b. Selected foods to supplement diets lacking in nutrients needed during this critical time of growth and development.
 - c. Access to preventive health programs and referral and follow-up to private and public health providers.
- B. Goal: To improve trans-cultural awareness by state agency staff.
1. Objective: By November 30, 1987, all state agency staff will have attended at least one educational session which provides information about Native American cultures in Montana.
 2. Objective: By February 28, 1988, the WIC Program Coordinator will have completed a needs assessment of all Montana tribes with respect to WIC Program operations utilizing the expertise of Tribal Health Directors to identify and maintain important cultural health care perspectives.
 3. Objective: By November 30, 1987, all agencies will have been provided with resources, information and references regarding cross-cultural counseling and consultation.
- C. Goal: To improve basic Program operations by making food instrument issuance more efficient, cost-effective and compatible with data-gathering requirements.
1. Objective: By September 30, 1987, the WIC Program Coordinator will have identified alternative methods of evaluating current procedures for food instrument issuance.
 2. Objective: By October 31, 1987, the WIC Program Coordinator will have implemented the evaluation of current procedures.
 3. Objective: By March 1, 1988, an alternative method of program operations and food instrument issuance will have been identified for implementation in SFY 1989.
- D. Goal: To assure the cost-effectiveness of administration and management of the Montana WIC Program.
1. Objective: By September 15, 1987, the WIC Program Coordinator will have identified services similar to WIC provided by Departments of Montana State government (to include, but not be limited to Social and Rehabilitative Services, Health and Environmental Sciences, and Labor and Industry) and areas therein suitable for coordination.



2. Objective: By September 30, 1987, the WIC Program Coordinator will have drafted a plan for coordination of WIC services with other agencies of state government which will emphasize reducing administrative costs and maximizing benefits to individuals participating in the Montana WIC Program.

E. Goal: To optimize the money used to provide WIC benefits to eligible participants.

1. Objective: By August 31, 1987, methodologies for containing the cost of infant formula used in the Tennessee, South Carolina, Oregon and Wyoming WIC Programs will be received for review by Montana WIC Program staff.
2. Objective: By December 31, 1987, a process for containing the cost of infant formula will be identified for use in Montana and a plan for implementation of the process written.
3. Objective: By June 1, 1988, a review of competitive pricing methodology for WIC foods other than infant formula will be completed by Montana WIC Program staff.

F. Goal: To assure consistent application of program procedures and policies by local agencies.

1. Objective: By December 1, 1987, the WIC Program Coordinator will have prepared and tested a written tool designed to reduce error rates in WIC operations by assuring training of those persons issued Authorized Signature Cards.
2. Objective: By January 31, 1988, state rules for the operation of WIC in Montana will be adopted.



SECTION II

BUDGET

7 CFR 246.4(a)(2)

NOTE: This information will be completed and made available within 30 days of notice of the FFY 88 grant award.

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SECTION III

PARTICIPATION

7 CFR 246.4(a)(3)



SECTION IV
STATE AGENCY STAFFING PATTERN
7 CFR 246.4(a)(4)

IV. STATE AGENCY STAFFING PATTERN

A. Organizational Structure: The WIC Program is a program unit within the Family/Maternal and Child Health Bureau, whose Bureau Chief reports to the Health Services Division Administrator, Department of Health and Environmental Sciences. The Director of SDHES reports to the Governor. Figure 1 is an organizational chart for SDHES.

B. WIC Staff:

a. Program Manager: 1.0 FTE (Full Time Equivalent), currently filled by David L. Thomas.

Position Requirements: Master's Degree in Business, Nutrition, Public Administration or Public Health -- preferably with major work in health, human services, administration or nutrition.

Responsibilities: Overall program management includes planning, policy development, organization, evaluation; allocates funds to Local Agencies; monitor Local Agencies for compliance.

2. Administrative Officer: 1.0 FTE, currently filled by Nolan Malstrom.

Position Requirements: Bachelor's Degree in Business, Accounting or related field; supervisory and administrative experience.

Responsibilities: Maintains data processing systems; develops budget and does fiscal management, assists Program Manager in performance of duties; monitors Local Agencies for compliance; provides technical assistance to Local Agencies in administrative procedures, vendor compliance.

3. Administrative Officer: 1.0 FTE, currently filled by Judith M. Wright.

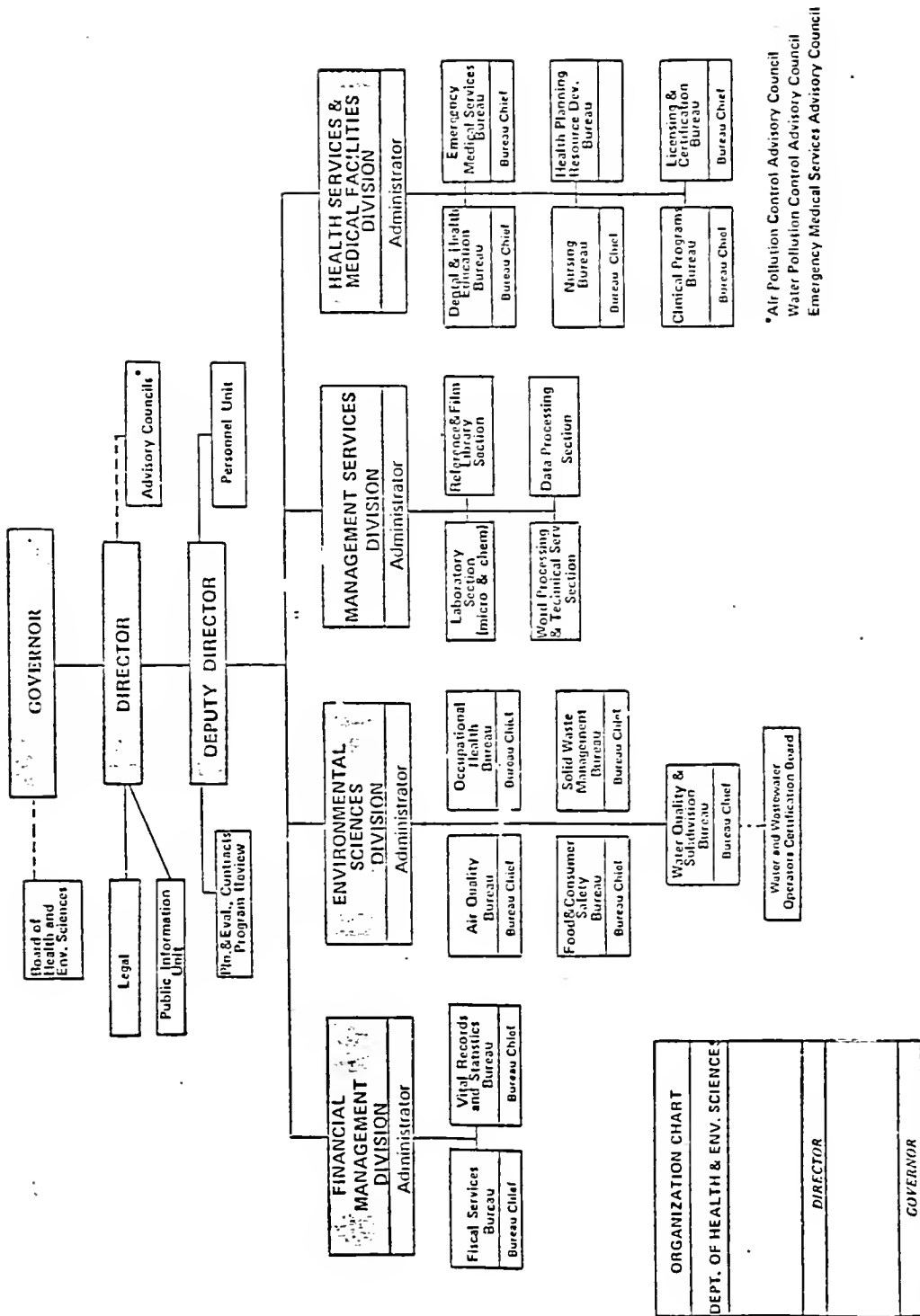
Position Requirements: Bachelor's Degree in Business, Accounting or related field; supervisory and administrative experience

Responsibilities: Maintains certification data system; develops budget and does fiscal management, assists Program Manager in performance of duties; monitors Local Agencies for compliance; provides technical assistance to Local Agencies in administrative procedures, vendor compliance.

4. Administrative Assistant I: 1.0 FTE, currently filled by Diana Watson.

Position Responsibilities: Orders drafts; fills orders from Local Agencies; coordinates workshop and travel arrangements; reviews redeemed food instruments;; handles correspondence, phone calls and vendor data monitoring.

Figure 1



* Air Pollution Control Advisory Council
 Water Pollution Control Advisory Council
 Emergency Medical Services Advisory Council

- e. Administrative Assistant II: 1.0 FTE, currently filled by Patricia Buck.

Position Responsibilities: Reviews monthly expenditure reports and vendor invoices from Local Agencies; reviews and corrects data processing data; maintains equipment inventory; prepares monthly financial reports for USDA.

- f. Administrative Clerk II: 1.0 FTE, currently filled by Beth Holcomb.

Position Responsibilities: Maintains file system for vouchers; reviews log sheets for accuracy; mails computer printouts to Local Agencies; handles stop payments, and performs other duties assigned by the Program Manager.

- g. Data Entry Operator III: 1.0 FTE, currently vacant.

Position Responsibilities: Process daily Certification Records, Log Sheets and data for special projects; key enter data; verify and correct data; provide problem-solving assistance to WIC Input/Output (I/O) controller and local agency staff.

C. Other Division Staff:

- a. Nutritionist: 1.0 FTE, currently filled by SeAnne Safaii.

Position Requirements: Master's Degree in Nutrition; two years experience in public health nutrition. Must be a registered dietitian.

Responsibilities: Assigned full-time to WIC; develops and evaluates nutrition and health services of the WIC Program, including provision of training and technical assistance to local agencies; plan and develop nutrition policies and procedures; monitors local agencies for compliance, and develops standards of nutrition care to be delivered under the Program.

- b. Nutritionist: 1.0 FTE, currently filled by Pat Hennessey.

Position Requirements: Master's Degree in Nutrition; two years experience in public health nutrition. Must be a registered dietitian.

Responsibilities: Assigned full-time to WIC; develops and evaluates nutrition and health services of the WIC Program, including provision of training and technical assistance to local agencies; plan and develop nutrition policies and procedures; monitors local agencies for compliance, and develops standards of nutrition care to be delivered under the Program.

3. Others: Consultation is provided by other Division staff as needed, including the Chief Nutritionist, Family/Maternal and Child Health Bureau Chief, Health Planning and Resource Development Bureau and Preventive Health Services Bureau.

SECTION V
AFFIRMATIVE ACTION PLAN
7 CFR 246.4(a)(5)

V. ESTABLISHMENT OF AFFIRMATIVE ACTION PLAN

- A. The Affirmative Action Plan for FY 88 has been based on 1980 U.S. census data and updated (1985) data on low birth weight infants from the Montana Department of Health and Environmental Sciences (SDHES).

Actual monthly caseload by priority reflects the month of March, 1987. The number of eligible participants for each local agency is listed in Appendix 2: Affirmative Action Ranking and Projected WIC Caseload for FY 88.

- B. Description of ranking system: To establish the ranking, the following criteria were used:
- a. Incidence of low birth weight infants (1980-1985).
 - b. Percentage of population (women-children under age 5) at 185% of poverty or less (1980 census).
 - c. Minority populations (1980 census).

Discussion

Montana has 56 counties and 7 Indian Reservations for a total of 63 possible local agency units. The Tribal WIC Programs on the reservations cover 11 counties and serve both on and off-reservation Indians in their respective areas.

Data for criteria (a) was based on a study done by of the Bureau of Records and Statistics, SDHES, entitled "Low birth weight by county of residence and race of mother for 1980-1985." The data in this study was broken down by county, and within county, by race - white, Indian, and other. The DHES study supplied the latest figures available on the number of low birth weight babies over a five-year period in the State.

The data used in this study are statistically reliable. The statistician employed by the Records and Statistics Bureau of SDHES reviewed the Affirmative Action Plan for appropriate statistical technique and analysis. Data presented included the 56 counties and 7 Indian Reservations. Figures for Indian Health Service Units, however, had to be extrapolated from the county figures (1980 census). Figures for Indians in Big Horn, Blaine, Flathead, Glacier, Hill, Lake, Missoula, Phillips, Pondera, Roosevelt, Rosebud, Sanders and Valley Counties were therefore pulled from the totals for those counties and used to establish data for the reservations.

C. Criteria

Criterion (a) Ranking for the incidence of low birth weight babies was based on SDHES statistics for 1980-1985 as previously mentioned. Counties and reservations with the highest incidence were given the highest ranking.

Criterion (b) Population at 185% of poverty or less was determined from income and poverty status data based on 1980 Bureau of Census statistics for General Social and Economic Characteristics. Income for women and children under 5 at or below 185% of poverty is used as an indicator for evaluating financial eligibility throughout Montana. Counties and reservations with the highest number of financially eligible population were given the highest ranking.

Criterion (c) Information on minority populations was taken from 1980 census reports. Each county and reservation was ranked by its minority population as a percentage of the State total. Areas with the highest percentage were given the highest ranking.

D. Anticipated Caseload/Potentially Eligible Persons

The number of potentially eligible persons was obtained by utilizing census data for children below 185% poverty and number of total births. These data were inserted into the following formula, as suggested by the 1988 State Plan Guidance:

$[(\text{Total births} \times 1.25) \times \% \text{ children below } 185\%] + \text{no. children below } 185\%$ equals potentially eligible population.

- E. The Affirmative Action Plan rankings would be used as one tool among many to assist in the expansion of WIC in Montana, when and if funds become available.

If funds were available new agencies or satellites would be opened in descending order from the top in the Plan, with no agency receiving funds until the eligible agencies above were funded. A Request for Proposal (RFP) for agencies meeting Program criteria would be solicited in the area(s) of proposed expansion in accordance with regulations. Such agencies could include county governments, hospitals and so forth. The RFP would be advertised in the media and the State Agency would make direct contact with known eligible agencies in the area. Applicants would be assisted in the application process as outlined in Appendix 4, "Application Process," and selected in accordance with 7 CFR 246.5(d).

- F. The Affirmative Action Plan rankings may be utilized as a tool to distribute administrative funds to agencies should a reduction in funds occur.

If administrative funds were reduced, those agencies would be terminated in ascending order from the bottom of the list.

- G. The Affirmative Action Plan rankings may be used to redistribute caseloads between local agencies relative to (a) and (b) above, but not for the specific manipulation of caseloads.



- H. The Affirmative Action rankings will never be used outside the context of the rural nature of our State and (relatively) sparse population. Any decision regarding expansion or termination of agencies will utilize the Affirmative Action Plan as well as distances to available health care, economic condition of the area and other factors as appropriate.
- I. The Montana WIC Program serves Priorities I-V (Ref. Policy #84-6).
- J. There are no CSFP programs in Montana.
- K. Process for Application of Agencies Interested in Operating a WIC Program
 - 1. Initial contact between agency and DHES.
 - 2. Application Package (Appendix 3) sent to applicant within five calendar days of initial contact.
 - 3. Within 15 calendar days after receipt of an incomplete application, written notification to the applicant agency of the additional information needed will be provided.
 - 4. Within 30 calendar days after receipt of a complete application, the applicant shall be notified in writing of approval or disapproval of its application.
 - 5. When an application is disapproved, the applicant agency shall be notified of its right to appeal as set forth in 7 CFR 246.18, and of the reasons for disapproval.
 - 6. When an agency submits an application and there are no funds to serve the area, the applicant shall be notified within 30 calendar days of receipt of the application (whether incomplete or not) that no funds are available.

The application shall be returned to the applicant, and the name and address of the applicant agency shall be retained by the State Agency.
 - 7. When funds are available and an application is approved, the state agency shall schedule an on-site visit to the agency and assist in the set-up of operational procedures as soon as practical after approval, but not less than 30 calendar days post-approval.
- L. The review criteria for selection of local agencies to administer the WIC Program will include, but not be limited to the following factors:
 - 1. The applicant's position in the Montana WIC Affirmative Action Plan.



2. Adherence to 7 CFR 246.5. (Priority A: A public or private non-profit health agency that provides ongoing routine pediatric and obstetric care and administrative services; Priority B: A public or private non-profit health or human service agency that will enter into a written agreement with another agency for either ongoing routine pediatric and obstetric care or administrative services; Priority C: A public or private non-profit health agency that will enter into a written agreement with private physicians, licensed by the State, in order to provide ongoing routine pediatric and obstetric care to a specific category of participants (women, infants or children); Priority D: A private or non-profit human service agency that will enter into a written agreement with private physicians, licensed by the State, to provide ongoing routine pediatric and obstetric care; Priority E: A public or private non-profit health or human service agency that will provide ongoing routine pediatric and obstetric care through referral to a health provider.)
3. The applicant's projected ability to meet WIC Program regulations and State policies and procedures
4. The applicant's history of performance in other programs and in administering similar public health services.
5. The applicant's plan for providing linkages with appropriate health care providers.
6. The applicant's ability to make the Program accessible to participants.
7. The applicant's projected cost of operations.
8. The applicant's financial integrity and solvency as demonstrated by independent audits.

SECTION VI
MIGRANT FARMWORKERS AND INDIANS

7 CFR 246.4(a)(6)

VI. MIGRANT FARMWORKERS AND INDIANS

- A. Responsibility for the provision of program benefits to migrant farmworkers is delegated to local agencies. Any special clinics (such as evenings) or needs (such as interpreters) are to be arranged by local clinics in accordance with their own community needs, the season of work, and local representatives of other service agencies. The State Agency offers technical assistance upon request.
- B. All seven Indian reservations in Montana contract with DHES for the provision of WIC services and benefits.

SECTION VII

AVAILABILITY OF PROGRAM BENEFITS

7 CFR 246.4(a)(7)

VII. OUTREACH AND REFERRAL

A. General Public Including Potential WIC Participants

1. State WIC Agency Responsibilities:

- a. Develop annual press release statements and public service announcements for Local Agencies to send to newspapers, radio and television stations in their areas at least once annually, or more often as needed.

Press releases and announcements must include name and address of the Local Agency, eligibility criteria and information on program benefits which include supplemental foods, nutrition education, and access to on-going health care. In areas where maximum case load has been reached, press releases will focus on maintenance of caseload and reaching high-risk participants.

- b. Prepare and distribute posters and brochures to local agencies for use in enlisting new WIC clients.
- c. Outreach to migrant farmworkers is described in Section VI of the State Plan.

2. Local WIC Agency Responsibilities:

- a. Send press releases and public service announcements to local media at least once annually.
- b. Display WIC posters and pamphlets in waiting rooms, community agency offices, etc.
- c. Show WIC slide show "WIC in Montana" to interested groups.
- d. Keep on file documented efforts of outreach and referral for review by the State monitoring team.

B. Potential County Programs

If and when expansion monies are available, the State WIC Agency will visit areas that do not have WIC programs but are interested in starting one or becoming a satellite of a larger program nearby.

C. Health Professionals (Physicians, Dietitians, Nurses, Social Workers, etc.)

1. State WIC Agency Responsibilities:

- a. Distribute WIC brochures, posters, standard referral forms and educational materials on infant, maternal and child nutrition to the Local Agencies to give to health professionals in their communities.

- b. Inform health professionals of the WIC program at various meetings and workshops (e.g., regional workshops for nurses).
- c. Encourage coordination of health services in Local Agencies by developing forms that facilitate communication; encourage Local Agencies to combine patient records, coordinate clinic days, etc.
- d. Encourage Local Agencies to use assessment information from physicians by providing forms that make this possible.
- e. Monitor Local Agency's efforts in outreach and referrals with health professionals.

2. Local WIC Agency Responsibilities:

- a. Distribute materials to local physicians, dietitians, nurses and other health professionals. These materials include income guidelines and nutritional risk criteria for referral of clients to WIC, as well as information on the WIC program.
- b. Offer nutrition training to health professionals who desire and request it.
- c. Follow-up on referrals made to WIC by health professionals.
- d. Inform health professionals in special counseling programs such as alcohol and drug abuse, and family planning centers about WIC and refer WIC participants to these services where appropriate.
- e. Refer WIC participants to health professionals for ongoing and routine pediatric and obstetric care. This includes private medical practitioners and well child clinics which provide immunizations, infant and child care, prenatal and postpartum examinations, etc.
- f. Exchange care plans whenever necessary and appropriate.
- g. Keep copies of referrals made in WIC participants' folders.

D. Referral Coordination:

Each Local Agency must identify their referral network by problem area (e.g. educational, economic, medical, social, etc.) in their nutrition education plan which is submitted annually to the State Agency.

The State WIC agency has identified and described in the Policies and Procedures Manual methods by which WIC services should be coordinated with existing health and social service agency programs.

E. Contacts With Specific Groups:

1. General Public The State Agency has available public service announcements, brochures, posters, etc. which can be used by Local Agencies in their outreach campaigns.
2. Health Professionals The State Agency is using a Documentation of Prenatal Care Form. This form facilitates exchange of information between physicians and WIC projects. Local Agencies develop their own referral systems.
3. County Commissioners Local and State Agency personnel keep county commissioners informed of WIC by sharing results of the annual monitoring process.
4. Wholesale Grocers The State Agency has made available to all chain stores a slide/tape presentation for new employee orientation.
5. Retail Grocers Procedures for monitoring and education of vendors are found in the Policies and Procedures Manual.
6. Community Agencies Community organizations and agencies will be invited to future WIC workshops as they have been in the past. Contacts have been made with migrant organizations throughout the State, and Local Agencies have been encouraged to work with them.

Ongoing efforts are being made to increase the participation of off-reservation Indians in existing WIC programs.

7. Vendors
 - a. Local Agencies are encouraged to involve vendors in nutrition information demonstrations or campaigns.
8. Health Officers, Indian Health Service Unit Directors, etc.
 - a. Whenever possible, State Agency personnel visit these persons during the annual monitoring.
 - b. Local Agency staff is encouraged to make visits to these groups at least once annually to inform them of WIC successes in their area.

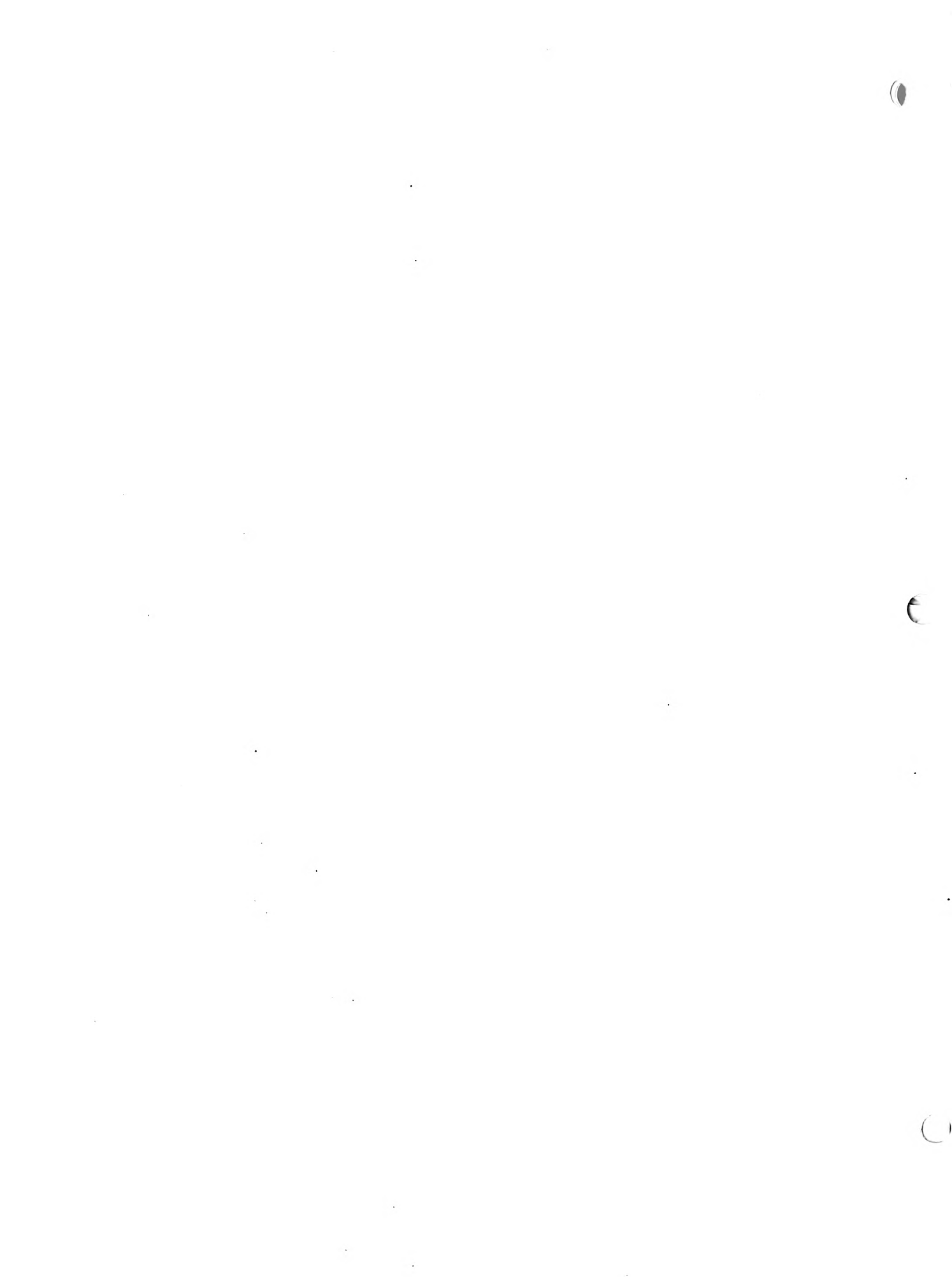
D. WIC Healthy Mothers/Healthy Babies Coalition

1. The Montana Healthy Mothers/Healthy Babies Coalition is composed of more than 60 organizations and agencies that has the stated purpose of working toward improving the quality and scope of public and professional education on maternal, perinatal, and infant concerns. Their common goals are:
 - a. To supply information that encourages healthy habits for pregnant women and women planning pregnancy.

- b. To motivate pregnant women to prevent specific health risks and educate them to the importance of taking responsibility for healthy childbearing.
 - c. To increase understanding among men of the supportive role they play in pregnancy and infant care.
2. The mission of the Coalition is to identify and reduce the risk of maternal, perinatal and infant mortality, morbidity and disability.

Truly, WIC has been a leader in this mission since the Program was initiated a decade ago.

Now the hope is that, through the broadened constituency of the Healthy Mothers/Healthy Babies Coalition, there will be greater support of the WIC nutrition education goals. It will be WIC's continued commitment to strengthen the health network and upgrade standards of nutrition care by promoting the exchange of pertinent health information with the primary health providers, the physicians. Additionally, cooperation with other involved health care providers should result in improved quality of care.



SECTION VIII

COORDINATION WITH HEALTH SERVICES AND OTHER PROGRAMS

7 CFR 246.4(a)(8)

VIII. COORDINATION WITH SPECIAL COUNSELING SERVICES AND OTHER PROGRAMS

NOTE: These include but are not limited to:

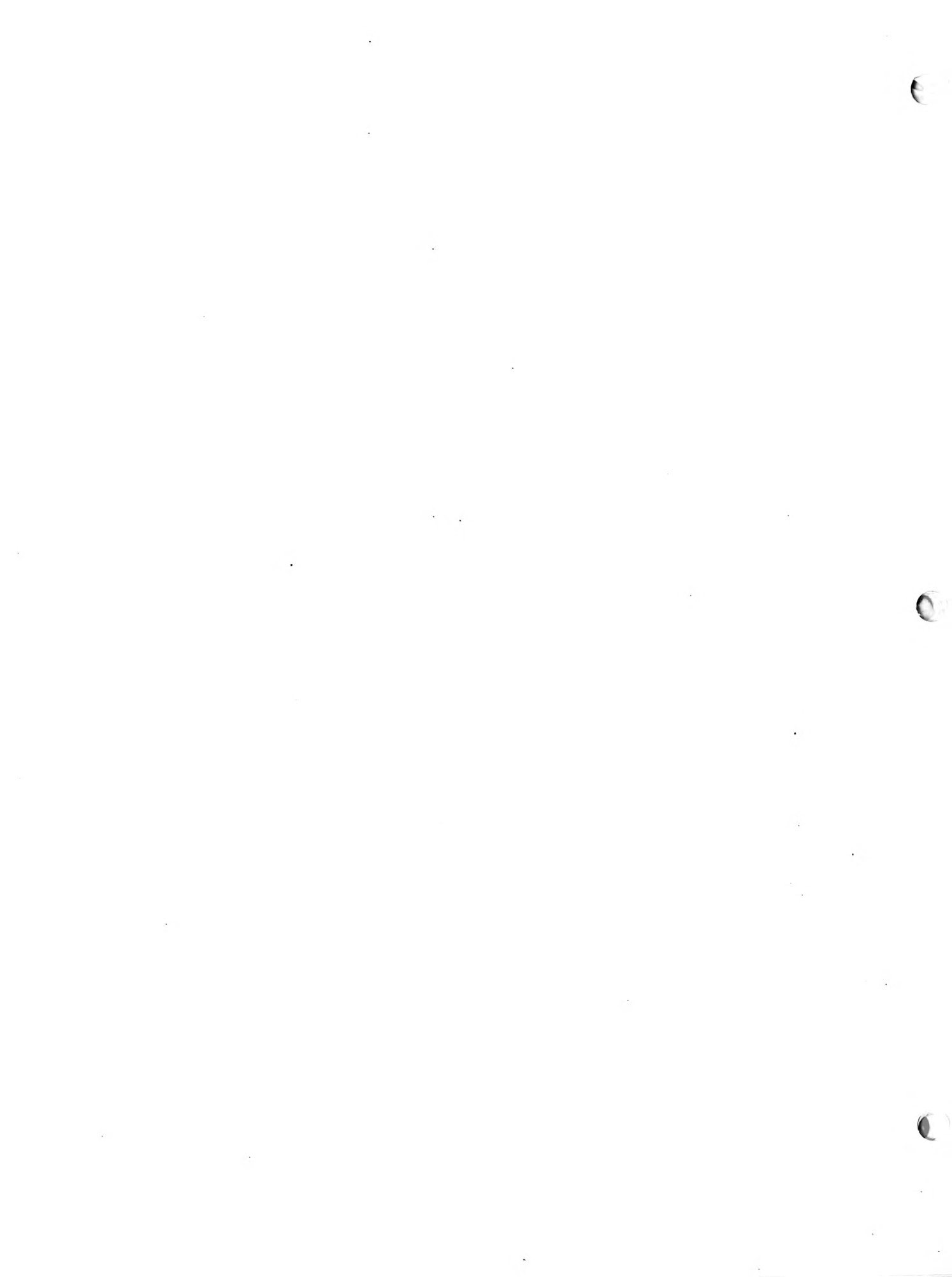
Health and medical organizations; Family Planning; Dental, Alcohol and Drug Abuse Programs; Hospitals; Clinics including Well-Child and Early and Periodic Screening, Diagnosis and Treatment Programs; MCH Programs, Welfare Programs, including Aid to Families with Dependent Children (AFDC); Food Stamps; unemployment offices; social service agencies; farmworker organizations (with special emphasis on migrants); Indian Tribal Organizations and agencies contacting off-reservation or landless Indians; religious and community organizations in low income areas such as community action agencies, Headstart, Expanded Foods and Nutrition Education Program (EFNEP); schools; child abuse teams; etc..

A. State WIC Agency Responsibilities:

- (1) Distribute WIC brochures, posters and referral forms to Local Agencies.
- (2) Offer training to community agencies who desire and request it.
- (3) Invite interested agencies (including MCH programs) to State WIC workshops.
- (4) Inform State Food Stamp Program and AFDC Program of WIC regulations regarding referrals; learn what materials and training are available from those programs for the WIC Program. Get local addresses of the above two programs to distribute to local WIC offices. If necessary, do this annually by letter.
- (5) Contact Montana Migrant and Seasonal Farmworkers Council located at 2406 6th Avenue North, Billings, Montana 59102, annually to determine appropriate agencies to contact for outreach and referral. Provide the council with names, addresses, phone numbers and operation hours of all WIC clinics. Refer this information to local WIC agencies and encourage contact with the Migrant Council in their area.
- (6) Contact state MCH programs and provide information on Program operations.
- (7) Monitor Local Agencies for compliance with outreach and referral procedures.
- (8) Continue to investigate various alternatives for serving off-reservation Indians more effectively.
- (9) All outreach materials will contain, or have attached to them, a listing of locations and telephone numbers of all local agencies as well as an attachment which describes the current income guidelines and nutritional risk criteria.

B. Local WIC Agency Responsibilities:

- (1) Distribute materials to community agencies along with income guidelines and nutritional risk guidelines. All local agencies will provide a list of locations and telephone numbers of other Montana WIC agencies, along with income guidelines and nutrition risk criteria whenever they distribute such brochures, posters and forms.
- (2) Include specific ideas for outreach and referral in the local agency Nutrition Services Plan and indicate which agencies will be contacted.
- (3) Document outreach and referral done; place a copy of the standardized referral form in client's folder. Share care plans where appropriate.
- (4) Inform WIC participants of the Food Stamp Program and AFDC if they appear eligible. These two programs should be contacted annually and addresses and phone numbers of these local programs should be made available to WIC recipients. Local Agencies shall request Food Stamp materials from Food Stamp offices and make them available to WIC participants. Materials from community programs should be posted on bulletin boards in WIC offices along with names, addresses and phone numbers. The Food Stamp Program and AFDC offices should have addresses, phone numbers, and operation hours of all WIC sites.
- (5) Work with community agencies to coordinate whenever possible WIC clinic hours, nutrition education programs, locations and/or medical or nutritional assessments when serving the same population. Strive for close proximity of location.
- (6) Make special efforts to reach migrant farmworker populations.
- (7) In areas where there are non-reservation or landless Indians, attempts will be made to inform these people of the WIC Program directly and/or through agencies that have contact with them.
- (8) Follow-up on referrals made.



SECTION IX

NUTRITION EDUCATION GOALS AND ACTION PLANS

7 CFR 246.4(a)(9)

1987 MONTANA STATE WIC NUTRITION HEALTH GOALS AND OBJECTIVES

GOAL: To reduce the occurrence of low birthweight among infants born to women in Montana by reducing the occurrence of low birthweight in the WIC target population.

Objectives:

1. By October 1, 1988, follow up training as necessary will have been provided and there will be common understanding by the local WIC Nutrition Education staff of the identification, certification, intervention, referral, follow up, and reporting of the data of the high-risk, pregnant woman.
2. By June 15, 1988, each local WIC agency will have established a system for referral and follow-up to ensure on-going medical care of the pregnant woman.
3. By June 15, 1988, written standards of practice and written protocols for use in counseling in specific nutrition related conditions will be completed and will be the standard in all Montana WIC clinics.
4. By June 1, 1988, the Montana WIC Program will have coordinated it's needs for smoking cessation programs with other health programs.

GOAL: To reduce the occurrence of Baby Bottle Tooth Decay among infants and young children born to women in Montana by reducing the occurrence of Baby Bottle Tooth Decay in the WIC target population.

Objectives:

1. By October 1, 1988, Baby Bottle Tooth Decay educational materials will have been made available to all involved in nutrition education in WIC.
2. By October 1, 1988, local agency WIC staff will have had follow-up training in dental screening as part of the assessment and identification of nutrition problems in the WIC population.
3. By October 1, 1988, state agency the WIC staff will have written standards of practice and protocols for the identification of those behaviors and conditions that contribute to Baby Bottle Tooth Decay and for the counseling, referral and follow-up required.
4. By October 1, 1988, valid data on the extent of the problem of Baby Bottle Tooth Decay and potential Baby Bottle in the WIC population will be available.
5. By October 1, 1988, statistics will be available on the successful intervention of Baby Bottle Tooth Decay and Potential Baby Bottle Tooth Decay in the WIC population and will be made available to the Montana Coalition of Healthy Mothers, Healthy Babies Subcommittee on Oral Health.

GOAL: To promote breastfeeding in the WIC Target Population and provide education and support so that the infant is breastfed to at least six months of age.

Objectives:

1. By October 1, 1988, breastfeeding follow up training will be made available to all involved in nutrition education in WIC.
2. By October 1, 1988, the state WIC staff will have written standards of practice and protocols regarding breastfeeding available to all involved in nutrition education in WIC.
3. By October 1, 1987, breastfeeding resources, materials and references will have been made available to all involved in nutrition education in WIC in Montana.
4. By October 1, 1987, breastfeeding will be recognized as the feeding of choice by the WIC nutrition education staff, by the Montana Dietetic Association, by the Public Health Nurses, and by others involved in providing feeding guidance.
5. By October 1, 1987, breastfeeding of the handicapped infant will be recognized as the feeding choice by Montanans who provide infant nutrition education: the WIC nutrition education staff, the Montana Perinatal Physicians, the Montana Handicapped Children's Services Program, the Montana Dietetic Association, Extension Services.

GOAL: To establish standard methods of evaluating the nutrition education provided to WIC participants.

Objectives:

1. By June 1, 1988, the WIC participant survey will be completed and the nutrition education needs and wants reviewed. Recommendations and modifications will then be made. This will be a bi-annual project.
2. By October 1, 1988, a system to evaluate nutrition education handouts and materials (resources), will be in place, as required by the Focus On Management Nutrition Standards.



SECTION X

MANUAL

7 CFR 246.4(a)(11)

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INTRODUCTION
TO
WIC PROCEDURE MANUAL

The WIC Policies and Procedures Manual has been prepared for use by state and local staff involved in administering the WIC Program. The levels of responsibility are included for each section of the manual to clarify and explain the duties necessary to successfully implement that particular portion of the WIC Program.

The policies and procedures herein are subject to change as new information regarding regulations and guidelines becomes available. As changes occur, they will be forwarded for addition to the manual. Please send suggested revisions on clarity or content to the following address:

STATE WIC PROGRAM COORDINATOR
STATE DEPARTMENT OF HEALTH AND
ENVIRONMENTAL SCIENCES
HEALTH SERVICES DIVISION
COGSWELL BUILDING
HELENA, MONTANA 59620

Prepared by:
Montana State WIC Program Staff
Revised February, 1986

WIC - WHAT IS IT? HOW DOES IT WORK?

Purpose

The Special Supplemental Food Program for Women, Infants and Children, better known as WIC, provides low income pregnant, postpartum and lactating women, and children to age five, with selected foods to supplement diets lacking in nutrients needed during this critical time of growth and development; education and counseling to improve eating and food buying habits; and access to preventive health programs and referral to private and public health providers.

Authority for WIC

Revised WIC regulations were issued February 13, 1985 in conformance with the Child Nutrition Amendments of 1978 to Section 17 of the Child Nutrition Act of 1966, under Public Law 95-627.

Funds for food and administrative costs are funneled from the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS), to the state agency, which in Montana is the State Department of Health and Environmental Sciences, Health Services and Medical Facilities Division. The state agency makes grants to local programs, which provide direct services to the clients.

Responsibilities

1. Local Agencies: Local agencies, the majority of which are local health departments, hire staff, issue vouchers to clients, maintain records, provide nutrition services, operate a referral system for health care and community services, monitor food vendors, interpret state policies and procedures, and are responsible for outreach.
2. State Agencies: Provide funding to local agencies through contracts, maintain the food delivery system and fiscal responsibility, interpret USDA regulations, develop policies and procedures for program operation and monitoring, give technical assistance and training for local agencies in nutrition and administration, and write the State Plan.
3. USDA Regional Office: Performs management evaluation on the state and local levels to ensure compliance with federal regulations, FNS guidelines and the State Plan; provide technical assistance and act as a clearinghouse for USDA policies and information; and distribute funds to the state agencies in accordance with published funding formulas. Montana is part of the USDA's Region VII, based in Denver, Colorado.

History of WIC in Montana

WIC began in 1974, with two pilot projects on the Fort Peck and Northern Cheyenne Reservations. By the end of 1974 approximately 800 women, infants and children were receiving program benefits monthly. Total program funds at that time were approximately \$120,000. In the beginning of 1976, the caseload had reached 7,900 monthly in 10 counties and 7 reservations. December, 1978 saw over 10,200 participants served by WIC. By January of 1980, the caseload had risen to 12,200 monthly, and in addition to the 7 Indian Reservations, the participants of 39 counties were being served by the WIC Program. The annual

food and administrative funds allocated to Montana amounted to over \$4 million. In January of 1981 the caseload was 14,466 participants receiving program benefits. The food and administrative funds allocated to Montana were approximately \$5 million dollars. By January, 1983, the caseload had dropped to 12,675 participants as a result of funding cutbacks. The annual funding allocation to Montana had decreased to \$4.4 million.

An increase in funding to about \$6.3 million in FFY 1986 allowed the caseload to rise to 13,083 in February, 1986.

MONTANA STATE WIC PROGRAM

Updated 7/87

CTY CODE	WIC PROGRAM	ADDRESS	PHONE	STAFF	DAYS/HOURS OPEN	COPIES REPORTS TO
011	BEAVERHEAD COUNTY c/o Silver Bow	809 North Custer Hardin, MT 59034	665-1005	Dolly Lind, R.N. Mary Maifeld, R.D. Josephine Hilderman	M-T-W/a.m.	Courty Commissioners
021	BIG HORN COUNTY					
031	BLAINE COUNTY c/o Hill Co.				W/9-4	County Commissioners Hill County WIC
041	BROADWATER COUNTY	P. O. Box 489 Townsend, MT 59644	266-5209	Pat Nelson, RN, Melody Anacker, RD	3rd W/9-4	Courty Commissioners
051	CARBON COUNTY c/o Yellowstone Co.					
071	CASCADE COUNTY	1130 17th Ave. S. Great Falls, MT 59405	761-1190	Cherry Loney, RN Cindy Huestis	M-F/8-5	Donald Pizzini, HO
081	CHOUTEAU COUNTY	1020 13th Street P. O. Box 459 Fort Benton, MT 59442	622-3771	Bonnie Lewis, RN Peggy Killbrew, R.D. Alice Honrud, Aide	1st M T/8-12 3rd W/8-5	County Commissioners
111	DAWSON COUNTY (also serves Fallon County McCone County Wibaux County)	207 West Bell Glendive, MT 59330	365-5215	Thomas Robertson, Dir. Karen Johnson, RD Marilyn Mischel, Aide	T&W/9-4	County Commissioners
121	DEER LODGE COUNTY	P. O. Box 217 Anaconda, MT 59711	563-7863	Patricia Davis	T&Th/8-4:30 W/8-12	County Commissioners
091	EASTERN PLAINS (Custer County) (also serves Garfield County Powder River County Prairie River County Rosebud County)	Holy Rosary Hospital 2101 Clark Street Miles City, MT 59301	232-2540 Ext. 408	Cherie Gordon, Nutr. Vicky Tustler, WIC Nutr.	M/9:00-3:30 T/8:00-11:45	Bud Johnson, Comptroller Mike Piper, Administrator
131	FALLON COUNTY c/o Dawson County	Box 478 Baker, MT 59313	778-2883	Alice K. Schweigert, R.N. Janet Stickney, Nutr.		County Commissioners Dawson County WIC
151	FLATHEAD COUNTY	723 5th Avenue East Kalispell, MT 59901	752-5300 ext. 343	Tamera Stewart, RD Kim Monen, Aide	M-F/8-5	Ed Michalewicz
161	GALLATIN COUNTY (also serves Park County)	Courthouse, Room 105 Bozeman, MT 59715	585-1339	Jacquelyn Stonnell, RN Emily Matthews, RD	T-Th/8-5	Edward King, HO
171	GARFIELD COUNTY c/o Eastern Plains				2nd Th/9:45-10:45 & 2:30-3:30	Bud Johnson, Comptroller

CTY CODE	WIC PROGRAM	ADDRESS	PHONE	STAFF	DAYS/HOURS OPEN	COPIES REPORTS TO
181	GLACIER COUNTY	706 2nd St., S.E. Cut Bank, MT 59427	873-4461	Catherine Brown, RN Connie Duffy, RD Shirley Salois, Aide	2nd M, T, W/8-5	County Commissioners
201	GRANITE COUNTY	P. O. Box 312 Drummond, MT 59832	288-3627	Harriet Mentzer, RN		County Commissioners
211	HILL COUNTY (also serves Blaine County Liberty County)	P. O. Box 247 Phlipsburg, MT 59858 H111 County Courthouse Havre, MT 59501	859-3671 (W) 859-3845 (H) 265-5481 ext. 62	Carolynn Vietor LuAnn McLain, MPH Mary Green, Aide	3rd or 4th week T, W, Th/8-5 M-Th/8-5 F-Chinook/Harlem	County Commissioners
221	JEFFERSON COUNTY c/o L & C County	P. O. Box 473 Whitehall, MT 59759	287-3249	Yvonne Gilbert	2nd W-Whitehall	Robert Johnson, HO Lewis & Clark Co. WIC
222		Box 896 Boulder, MT 59632	225-4251 287-5862 (home)	Mary Ann Carey	1st & 2nd Th	
241	LAKE COUNTY	7 - 3rd Avenue West Polson, MT 59860	883-4605	Julane Matejovsky	M-F/8-5	Virginia Reber, RN County Commissioners
251	LEWIS & CLARK COUNTY (also serves Jefferson County)	P. O. Box 1723 Helena, MT 59626	443-1010 ext. 358	Alane Smith, R.D. Diana Mortensen	M-F/8-5	Robert Johnson, HO
252	(Lincoln)					
261	LIBERTY COUNTY c/o H111 County					
271	LINCOLN COUNTY (Eureka)	P. O. Box 873 Libby, MT 59923	293-5711 296-2751	Becky Brundin, R.D. Jean Williams Victoria Sandford	Th&Fri/9-4 (Libby) 1, 3, 4 T/9-3:30 (Eureka)	County Commissioners
281	MCCONE COUNTY c/o Dawson County				1st or 2nd Th 9:15-3:00	Dawson County WIC County Commissioners
311	MINERAL COUNTY c/o Missoula County	P. O. Box 104 Superior, MT 59872	822-3321		1st - 3rd Mon.	Health Officer Missoula County WIC
321	MISSOULA COUNTY (also serves Mineral County Ravalli County)	301 West Alder Street Missoula, MT 59801	721-5700 ext. 352	Mary Feuersinger, RD Michelle Baker, RD Julie Johnson, RD	M-F/8-5	Health Officer
341	PARK COUNTY c/o Gallatin County	Livingston Plaza Suite 5 1313 West Park Livingston, MT 59047	222-7122	Tara Eddy	M-F/1st wk of mo. M-W/every other wk.	Gallatin County WIC County Commissioners
361	PHILLIPS COUNTY c/o Valley County	Box 1405 Malta, MT 59538	654-1380 654-1279 (home)	Susan Dusek	2nd & 4th Wed. & Thurs.	

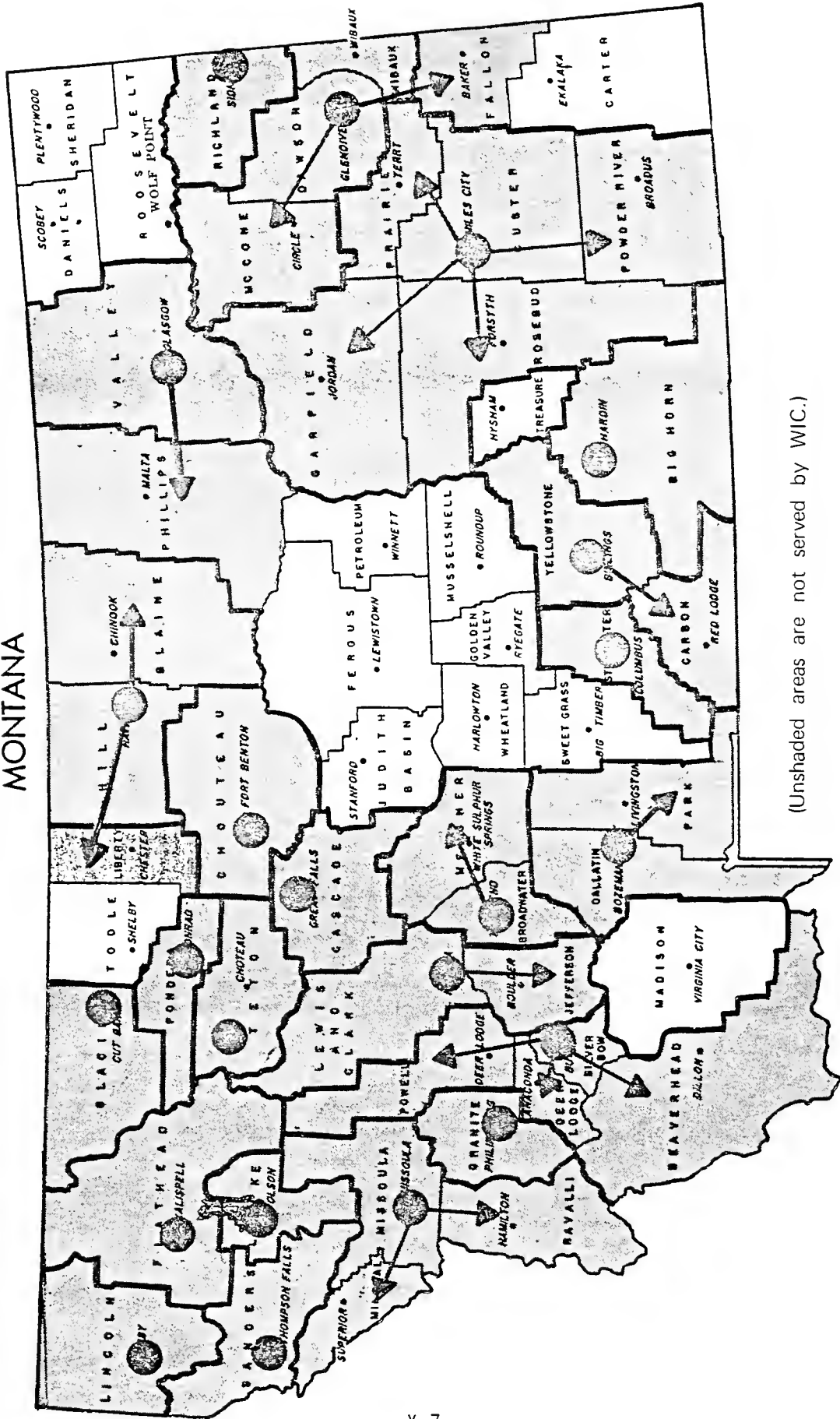
CTY CODE	WIC PROGRAM	ADDRESS	PHONE	STAFF	DAYS/HOURS OPEN	COPIES REPORTS TO
371	PONDERA COUNTY	809 Sunset Boulevard Conrad, MT 59425	278-3247	Eleanor Gustafson, RN Carol Wood, RD	3rd wk/month 8-5 2nd F/10:00-1:00	County Commissioners Bud Johnson, Comptroller Eastern Plains WIC County Commissioners
381	POWDER RIVER COUNTY c/o Eastern Plains					
391	POWELL COUNTY c/o Silver Bow Co.				1st & 3rd Th 9:30-3:30	Dan Dennehy, SB HO Bud Johnson, Comptroller Eastern Plains WIC County Commissioners
401	PRAIRIE COUNTY c/o Eastern Plains					
411	RAVALLI COUNTY c/o Missoula County	247 State Street Hamilton, MT 59840	363-4161	Cheryl Schoeneman	M-F/8-5 2nd Th-Darby 1&3 F/Stevensville	Missoula County WIC Health Officer
421	RICHLAND COUNTY	221 5th St., S.W. Sidney, MT 59270	482-2207	Mary A. Rehbein, RN Sylvia Osterman Connie Rasmussen, Aide	T/9:30-2:30 F/9:30-1:00	County Commissioners
441	ROSEBUD COUNTY c/o Eastern Plains	P. O. Box 388 Forsyth, MT 59327	356-2156	Donna Plympton, RN Linda Steinmetz	1st & 3rd W 8:00-3:30	Eastern Plains WIC Bud Johnson, Comptroller County Commissioners
451	SANDERS COUNTY	P. O. Box 519 Thompson Falls, MT 59873	827-4397	Barb Saint, RN Karen Dwyer	M/9-3 (T. Falls) 1,2,3 T/9-3 (Plains) 4th T/9-3 (Noxon)	County Commissioners
471	SILVER BOW COUNTY (also serves Beaverhead County Powell County)	25 West Front Street Butte, MT 59701	782-0077	Peggy Burt, RN Lee Bersanti, Aide	M-F/8-5	Dan Dennehy, HO
481	STILLWATER COUNTY	P. O. Box 872 Columbus, MT 59019	322-4296	Terri Stene, RN Vicki Krell, RD	2nd & 3rd T&W/9:00-2:45	John Bartos, Administrator
501	TETON COUNTY	P. O. Box 820 Choteau, MT 59422	466-5763	Florence Anderson, Adm. Off. Carol Wood, R.D.	1st T&W (Choteau) 2nd W (Fairfield)	Richard P. Spillovy, Admin.
531	VALLEY COUNTY (also serves Phillips County)	Frances Mahon Deaconess Hospital 621 2nd Street South Glasgow, MT 59230	228-4351 ext. 266	Marlene Kroll, RD Patti Dull, Aide	1st & 3rd M&T 8-4:30 2nd & 4th T&W 8-4:30 (Malta)	Kyle Hopstad, Hosp. Admin.
551	WIBAUX COUNTY c/o Dawson County					
561	YELLOWSTONE COUNTY (also serves Carbon County)	721 N. 29th Street (Basement) Billings, MT 59101	256-6806 ext. 221/320	Lil Anderson, RN Doris Biersdorf, RD	M-F/8-5 Carbon-4th F Laurel-1st & 3rd F Lockwood-4th W Heights-2nd W&Th	G. Sheckleton, MD, HO

CTY CODE	WIC PROGRAM	ADDRESS	PHONE	STAFF	DAYS/HOURS OPEN	COPIES REPORTS TO
591	BLAKEYEET TRIBAL HEALTH DEPARTMENT	IHS Hospital Browning, MT 59417	338-5311	Marvel Y. Barr, R.D. Dorothy Champagne Darlene Wippert	M-F/8-4 Heart Butte-4th W	Donald Pepton, Dir. James Kennedy, SUD
601	CROW TRIBE OF INDIANS	PHS Indian Hospital Crow Agency, MT 59022		Agnes Hill	M-F/8-4:30	Joe Wallace, Dir. Tennyson Doney, SUD
602	LODGE GRASS	Lodge Grass Med. Ctr. P. O. Box 409 Lodge Grass, MT 59050	639-2317 ext. 30	Redstar Price	M-Th/8:30-4:30	Joe Wallace, Dir. Tennyson Doney, SUD
603	PRYOR	IHS Clinic Box 206 Pryor, MT 59066	259-8238	Phyllis Plain Bull	M&T/8-5	Joe Wallace, Dir. Tennyson Doney, SUD
611	FLATHEAD INDIAN RESERVATION	Nutrition Services Tribal Health Dept. 26 Round Butte Rd, W. Roman, MT 59864	676-2770	Kathy Larson, Nutr. Mary Jane Billedoux		Bearhead Swaney, Dir. Tom Keast, SUD
621	FORT BELKNAP COMMUNITY COUNCIL	PHS Indian Hospital Ft. Belknap Agency RR 1, Box 103 Harlem, MT 59526	353-2651 ext. 338	Mattie Paddock, RD Edna Miller	M-F/8-5	Emory Champagne, Dir. Don Ade, SUD
571	FORT PECK TRIBAL HEALTH DEPARTMENT	P. O. Box 67 Poplar, MT 59255	768-3491	Jean Buer, Nutr. Irene Evenson	M-Th/8-4	Larry Burshia, Dir. Mike Kopcho, MD, SUD
572	FORT PECK - WOLF POINT	P. O. Box 729 Wolf Point, MT 59201	653-1380	Kathy Roberts, Aide	T-F/8-5	Larry Burshia, Dir. Mike Kopcho, MD, SUD
581	NORTHERN CHEYENNE BOARD OF HEALTH	Public Health Service Health Serv. Admin. Lame Deer, MT 59043	477-8253 ext. 21	Kristin McKie, RD Esther Rowland	M-F/8-4:30	Marlene Seminoie, Dir. David Means, SUD
631	ROCKY BOY WIC PROJECT	PHS Indian Hlth. Ctr. Rocky Boy Route Box 664 Box Elder, MT 59521	395-4486 (Havre code)	Mattie Paddock, RD Kathy Henry	T,W,Th/8-4:30 F/8-12	Clarice Monteau, Health Bd. Director Janet Belcourt, SUD

DT/war-wicara

WIC AGENCIES AND SERVICE AREAS — MONTANA 1986

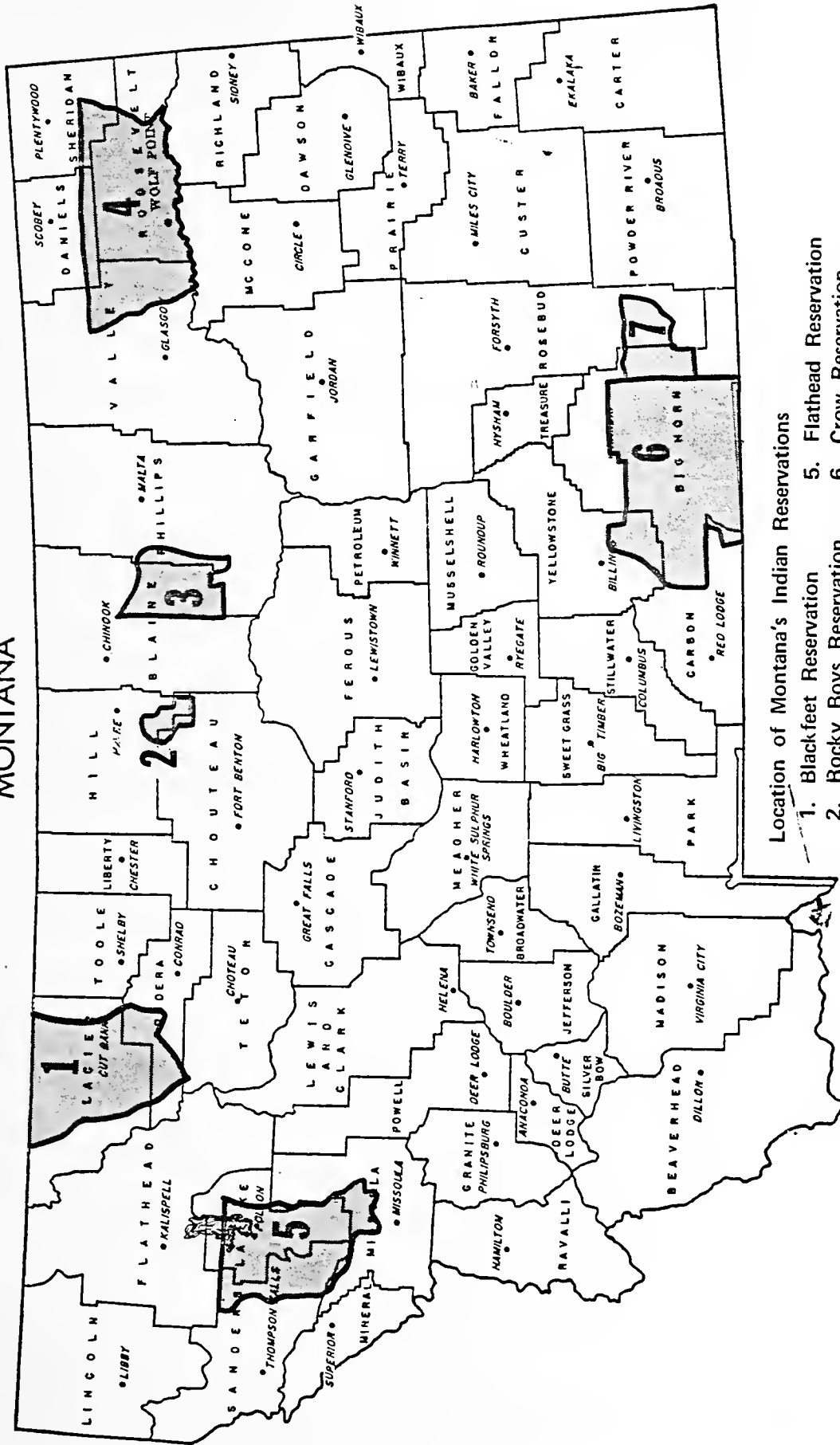
MONTANA



(Unshaded areas are not served by WIC.)

WIC PROGRAMS IN MONTANA INDIAN RESERVATIONS

MONTANA



Location of Montana's Indian Reservations

- 1. Blackfeet Reservation
- 2. Flathead Reservation
- 3. Rocky Boys Reservation
- 4. Crow Reservation
- 5. Fort Belknap Reservation
- 6. Northern Cheyenne Reservation
- 7. Fort Peck Reservation

SOURCE: Montana Department of Health and Environmental Sciences.

REGULATIONS

(Optional -- Place your copy of the regulations here or keep them in a separate notebook, handy for easy reference.)

AGREEMENT

An Agreement is hereby made between _____ (County) and the Montana Department of Health and Environmental Sciences (DHES). The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I PURPOSE

The purpose of this Agreement is to provide the services of the USDA's Special Supplemental Food Program for Women, Infants and Children (WIC) to residents of _____ County.

SECTION II: SERVICES

A. The County shall, to the extent that the funding stated in Section IV allows, do the following during the period from July 1, 198__ through June 30, 198__:

(1) Conduct the Special Supplemental Food Program for Women, Infants and Children (WIC) by assuming all administrative, financial and professional health service responsibilities for the WIC Program within _____ County.

The County shall administer the WIC Program in accordance with the current regulations contained in 7 CFR Part 246; the 1985 WIC State Plan; U.S. Food and Nutrition Service (FNS) guidelines and instructions; and the WIC Policies and Procedures Manual, as revised August, 1981, and updated thereafter.

(2) Provide performance, activity, and fiscal reports required by DHES, including, but not limited to, the following:

(a) time distribution records for employees. Such records need not be submitted to DHES in Helena, but shall be kept available at the main office of the County for audit purposes, to be checked during regular monitoring visits conducted by staff of DHES or independent auditors.

(b) itemized expenditure reports. The County shall submit these reports to DHES by the 15th of each month, beginning with August, 1984, unless DHES agrees there is a good cause for the delay (e.g., a difference between the monthly close-out dates of the WIC Program and the County). Any adjustment to an expenditure report will be eligible for reimbursement only if it is received by DHES prior to the end of the calendar month following the month for which the adjusted expenditure report is claimed.

(3) Maintain complete, accurate, documented, and current accounting of all program funds received and expended.

(4) Ensure that no claim is submitted for reimbursement of services already funded by other state or federal programs, or for costs which are not allowable under 7 CFR 246.14.

(5) Obtain written prior approval from DHES before, and as a condition of, purchasing equipment costing more than \$200.00 with WIC funds. If such approval is given by DHES and the equipment is purchased, it is the property of DHES.

(6) Assume responsibility for the safe storage of negotiable food vouchers and reimburse DHES for any WIC Program funds misused or otherwise

diverted due to negligence, fraud, theft, embezzlement, or other loss caused by the County, its employees, or agents.

(7) Contract with food vendors and follow procedures for issuance of food vouchers to WIC participants in conformity with 7 CFR Sections 246.12 and Section VIII of the Policies and Procedures Manual cited in paragraph 1 above.

(8) Employ for the WIC program one of the following types of individuals to perform duties of certification, prescription of WIC foods, counseling of high risk clients, nutrition education, and planning of nutrition services to be delivered under the program, in conformity with 7 CFR Section 246.7, 246.10, and 246.11, FNS guidelines and instructions, and the 1986 WIC State Plan: a physician, nutritionist (with a bachelor's or master's degree in nutritional sciences, community or clinical nutrition, dietetics, public health nutrition, or home economics with emphasis in nutrition), dietitian, registered nurse, physician's assistant certified by the National Committee on Certification of Physician's Assistants or the Montana Board of Medical Examiners, or a state or local medically trained health official.

(9) Abide by the nutritional health plan developed by the County for FY 1986 in accordance with 7 CFR Section 246.11 (d)(2) and the 1986 WIC State Plan and submitted to DHES.

(10) Ensure that one-sixth (1/6th) of the reimbursement claimed by the County each month is for time spent by personnel in nutrition education of WIC clients in compliance with 7 CFR Section 246.11 and the 1986 WIC State Plan.

(11) Assure that one staff person involved in the WIC Program attends regularly scheduled workshops sponsored by DHES on administrative policies, procedures, and nutrition. Other personnel deemed appropriate by the County may attend subject to availability of funding from DHES. In the event that inclement weather intervenes, attendance at such workshops will not be mandatory.

(12) Make available to all WIC participants ongoing health services as outlined in 7 CFR Sections 246.2 and 246.6 (b)(3) and Section V of the Policies and Procedures Manual cited in paragraph 1 above, and inform applicants of the health services which are available.

(13) By July 15, 198 , submit to DHES for approval a draft contract with each satellite county listed in paragraph (1) above (if any) defining the respective responsibilities for the WIC Program of the satellite and the County, and provide DHES with a copy of each such contract, after execution of it, within two months after receipt of written approval from DHES.

(14) Comply with all requirements imposed by the U.S. Department of Agriculture concerning administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102 and A-87, including those relating to procurement of supplies, equipment and other services, as well as the utilization and disposition of property purchased in whole or in part with WIC funds.

(15) Keep on file and available for review, audit and evaluation:

(a) a copy of this Agreement;

(b) information on the character of the service area and financial eligibility standards used;

(c) complete and accurate written records of nutritional assessment criteria, criteria for certification of applicants, foods prescribed, nutrition care, counseling, education and referrals provided under the WIC Program;

(d) complete, accurate, documented and current accounting of all funds received pursuant to this Agreement and expended.

B. DHES shall:

(1) Provide a minimum of one regularly scheduled workshop annually for project personnel for training in administrative policies, procedures, and nutrition services as referenced in Part A above.

(2) Pay travel expenses for the staff person attending the workshops required by part A, paragraph (11), above. Such travel expenses shall be reimbursed at the rates set for in-state travel of state employees in Title 2, Chapter 18, Part 5, Montana Code Annotated, or at a rate agreed upon by the County and DHES.

(3) Send staff to visit and monitor the County's WIC Program in order to determine compliance with administrative and nutrition service requirements of this Agreement.

SECTION III: EFFECTIVE DATE AND DATE TO COMPLETE SERVICES

This Agreement shall take effect as of July 1, 198__, and the services provided pursuant to Section IA must be continued through June 30, 198__, unless this Agreement is terminated earlier pursuant to Sections V or X.

SECTION IV: CONSIDERATION

In consideration of services rendered pursuant to this Agreement, DHES agrees to reimburse the County for the following:

(1) salaries and fringe benefits for personnel while engaged in performance of this Agreement, at the rate of 1/12th (8.3%) per month of the funds allocated for personnel services in the Attachment A budget; DHES will reimburse for expenditures in excess of this amount only if it has approved the excess expenditure before it was accrued.

(2) indirect costs (at the rate of 5%), and any other expenses necessary and related to administration of the WIC Program by the County, considered allowable by 7 CFR 246.12, and listed in the budget in Attachment A; expenditures in any budget category (except salaries and benefits) may not exceed 10% of that category unless DHES gives its approval in advance.

As soon as possible after execution of this Agreement, DHES shall pay the County an advance of \$_____.

Subject to the receipt of funds from U.S.D.A., DHES shall reimburse the County for services performed under this Agreement upon DHES' receipt from the County of completed and signed expenditure reports, within the time limit set in paragraph A (2)(b) of Section II, and a signed vendor invoice request for funds. Reimbursable expenditures for the period from July 1, 198__, through September 30, 198__, must not exceed \$_____.

A final statement of all outstanding reimbursable expenses must be submitted by July 31, 198__, if they are to qualify for payment. If the total amount paid under this Agreement exceeds all reimbursable expenses once the services under this Agreement have been completed, the balance will be returned to DHES. Total payments by DHES for all purposes under this Agreement shall not exceed \$_____.

SECTION V: TERMINATION

(1) The County understands and agrees that DHES, as a state agency, is dependent upon federal and state appropriations for its funding, and that actions by Congress, U.S.D.A., or the Montana Legislature may preclude funding this Agreement through the completion date stated in Section III. Should such a contingency occur, the parties agree that DHES may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and that the County will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised completion date.

(2) In addition to the provisions of paragraph 1 above, and Section X, either party may terminate this Agreement for failure of the other party to perform any of the services, duties, or conditions contained in this Agreement after giving 30 days written notice to the other party.

(3) Any termination of this Agreement is subject to the exception that paragraph (4) of Section X, relating to retention of and access to records, will remain in effect.

SECTION VI: ASSIGNMENT AND SUBCONTRACTING

The parties agree there will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing.

SECTION VII: EQUAL OPPORTUNITY

The County agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Service directives or regulations issued pursuant to that Act and its regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the County received federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of an for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation or federal property and interest in property, the detail of federal personnel, the property or interest in such property of the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the County by DHES. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this contract.

By accepting this assurance, the County agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and to permit authorized U.S.D.A. personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from DHES. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

In addition, pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION VIII: VENUE

The parties agree that, in the event of litigation concerning this Agreement, the venue shall be in the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

SECTION IX: MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written Agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

SECTION X: AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

(1) The County agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this Agreement, as required by Section 5-13-304, Montana Code Annotated. Notwithstanding the provisions of Section V, this Agreement may be terminated upon any refusal of the County to allow access to records necessary to carry out the audit and analysis referred to above.

(2) The County must provide DHES by September 30, 1986, with a copy of an agency audit covering the time period stated in Section III and complying with the audit requirements of the federal Office of Management and Budget's (OMB) Circular A-102, Attachment P.

(3) The State of Montana, DHES, the U.S. Department of Agriculture, Food and Nutrition Service, the Comptroller General of the United State, and the General Accounting Office of the United States, or any of their duly authorized representative, have the right of access to any books, documents, papers, and records of the County which are pertinent to the services provided under this contract, for purposes of making an audit, excerpts, or transcripts. Further, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto, the State and DHES,

until the completion date cited in Section III, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this Agreement or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used for them.

(4) Financial records, supporting documents, statistical records, and all other records documenting the services provided by the County under this Agreement must be retained for a period of 3 years after the date of submission of the final statement of reimbursable expenses referred to in Section IV. The County agrees to make the records described herein available at all reasonable times at its general offices. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved. The County, whenever it is ready to dispose of the above records, will submit them to the Food and Nutrition Service if that agency has requested them.

SECTION XI: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION XII: LIAISONS

The County's liaison to DHES for purposes of this Agreement is the following person, or that person's successor.

Name	Title
------	-------

DHES' liaison to the County for purposes of this Agreement is David Thomas, or his successor.

SECTION XIII: EXECUTION

This Agreement consists of 8 pages and one attachment. The original is to be retained by the Financial Management Division of DHES. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

Date

_____ COUNTY

By: _____
Signature

Print Name and Title

Address _____, MT

Employer's ID No.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES

Date

BY: _____
Robert L. Solomon
Contracts Officer

Approved for legal content by:

Eleanor A. Parker

Date

ATTACHMENT A

AGENCY: _____

FTE's Competent Professional Authority _____

Nutrition Aide _____

TOTAL _____

Salaries _____

Benefits _____

Indirect _____

Travel _____

Equipment _____

Supplies _____

Rent _____

Telephone _____

OPERATING EXPENSES

Postage _____

Utilities _____

Repairs _____

Contracted _____

Services _____

Nutrition Education _____

Other _____

TOTAL _____

July 1, 1985 - September 30, 1985 _____

October 1, 1985 - June 30, 1986 _____

Outline for a Satellite Agreement

This outline is to be used as a guide in preparing satellite agreements.*

Section I: Each party's specific services must be defined in Section I. The administrative and supervisory responsibilities must be clearly delineated between the satellite and parent agency. We are particularly concerned as to which party is responsible for providing the required health services to WIC clients in the satellite communities.

Section II: The effective dates of duration must coincide with your state agreement, which normally spans fiscal year July 1 through June 30.

Section III: A satellite budget must be a part of the satellite agreement.

Sections IV to XI: These sections are self-explanatory.

Consult your agency's legal representative before completing this agreement. Your legal counsel should provide assistance in reviewing all local agency contracts.

NOTE: The information in this agreement would also be used when a health agency must contract with another provider to conduct certain required WIC services.

Example: When a hospital is the parent WIC agency it must contract with a public agency, private non-profit agency or private provider to provide Well Child Conferences for participating infants and children.

*A Satellite is defined as a WIC program that is operated by another WIC program. The parent agency has primary administrative responsibility for the satellite program and contracts directly with the State Agency. A satellite program is located outside the defined project area.

MODEL SATELLITE AGREEMENT: WIC PROGRAM:

A cooperative agreement is hereby made between _____ (hereinafter referred to as "Satellite") and the _____ (hereinafter referred to as "Local Agency"), in order to extend to _____ County the services of the Women, Infants and Children (WIC) Program, for which Local Provider is responsible under separate contract with the Montana Department of Health and Environmental Sciences (DHES). The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I: SERVICES

A. The Local Agency agrees to perform the following services:

- (1)
- (2)
- (3)

etc.

B. The Satellite agrees to perform the following services:

- (1) Maintain a complete, accurate, documented, and current accounting of WIC Program funds received from Local Agency.
- (2)
- (3)

etc.

(NOTE: Each party's respective duties for the WIC Program should be carefully described above. Examples of duties are listed below; these and any other duties should be listed under either A or B above, depending upon which agency assumes the responsibility:)

- (1) Maintain whatever WIC performance, activity and fiscal reports are required by DHES, including, but not limited to the following:
 - (a) Time distribution records for employees;
 - (b) Itemized monthly expenditure reports. (If the Satellite keeps these reports, the agreement must include a requirement that the Satellite submit a copy to the Local Provider by the 10th day of each month following the month to which the report relates.)
- (2) Maintain careful records for each WIC client.
- (3) Issue food vouchers to WIC participants in conformity with 7 CFR, Sections 246.10 and 246.11.

- (4) Employ or contract for a registered dietitian or other person whose qualifications are approved by the Montana Department of Health and Environmental Sciences (DHES) to perform duties of certification, prescription of WIC foods, counseling of high risk clients, and planning nutrition services to be delivered under the program, in conformity with 7 CFR Sections 246.6 through 246.9 and the 1984 WIC State Plan of DHES.
- (5) Employ or contract for program assistants as necessary to carry out clerical duties such as making client appointments, issuing drafts, and preparing reports.
- (6) Provide space for program operations, specifically interviews, storage for materials and supplies, and utilization of educational aids (projectors, tape players, etc.).
- (7) Make available to all WIC participants ongoing health services as outlined in 7 CFR Sections 246.2 and 246.6(b)(3) and Section II-A of DHES' most current WIC Policies and Procedures Manual, and as specified by DHES' Nursing Bureau.

SECTION II: EFFECTIVE DATE AND DATE TO COMPLETE SERVICES

This Agreement shall take effect as of _____, and the services required by Section I shall continue through _____ (date), unless this Agreement is terminated earlier pursuant to Sections IV.

SECTION III: CONSIDERATION

In consideration of services rendered pursuant to this Agreement, and subject to receipt of funds from DHES, the Local Agency shall pay for those items which were necessary to the Satellite's performance of this Agreement and are specified in Appendix A of this Agreement, subject to receipt from the Satellite of completed and signed expenditure reports (required by Section I(B)(?)). Total payments for Satellite's services under this Agreement will not exceed \$_____.

A final statement of all reimbursable expenses must be submitted within 30 days after the latest date cited in Section II if they are to qualify for payment.

SECTION IV: TERMINATION

(1) Satellite understands and agrees that since funding for this Agreement is available through a contract by Local Provider with DHES, a state agency which is dependent upon federal and state appropriations for its funding, actions by Congress or the Montana Legislature may preclude funding this Agreement completely through the completion date stated in Section II. Should such a contingency occur, the parties agree that the Local Agency may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and that the Satellite will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised termination date.

(2) In addition to the provisions of paragraph (1) above and Section IX, either party may terminate this Agreement for failure of the other party to

perform any of the services, duties, or conditions contained in this Agreement after giving 30 days written notice to the other party.

(3) Any termination of this Agreement is subject to the exception that paragraph (2) of Section VII, relating to retention of and access to records, will remain in effect.

SECTION V: EQUAL OPPORTUNITY

The Satellite agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Services directives or regulations issued pursuant to that Act and its regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Satellite receives federal financial assistance from the Local Agency; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds, reimbursable expenditures, grant or condition of federal property and interest in property, the detail of federal personnel, the sale and lease of, and permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Satellite by the Local Agency. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance extended in reliance on the representations and agreement made in this assurance.

By accepting this assurance, the Satellite agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and to permit authorized U.S.D.A. personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Local Agency. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Satellite.

In addition, pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION VI: MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written Agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

SECTION VII: AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

(1) The Satellite agrees to allow access to the records of the activities covered by this Agreement to Local Agency, DHES, or as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this Agreement. In addition to the provisions of Section IV, this Agreement may be terminated upon any refusal of the Satellite to allow the access to records described above.

(2) Financial records, supporting documents, statistical records, and all other records supporting the services provided by the Satellite under this Agreement must be retained for a period of 3 years after the date of submission of the final statement of reimbursable expenses referred to in Section III. The Satellite agrees to make the records described herein available at all reasonable times at its general offices. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION VIII: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION IX: LIAISONS

The Satellite's liaison for purposes of this Agreement is the following person, or that person's successor.

Name Title

The Local Agency's liaison for purposes of this Agreement is the following person, or that person's successor.

Name Title

DHES' liaison to both parties for purposes of this Agreement is the following person or that person's successor:

Name Title

The parties agree that these persons will be the first contacts concerning any problems or questions that may arise in the implementation of the terms of this Agreement.

SECTION XIII: EXECUTION

This Agreement consists of _____ pages and one appendix. The original will be retained by the Local Agency. A copy of the original has the same force and effect for all purposes as the original. A copy of the original Agreement will be sent by the Local Agency to DHES on the day following the Agreement's execution.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

Date

Satellite's agent's signature

Print name and title of above

Address of Satellite
Federal Employer's ID No. _____

Date

Signature of agent of Local Agency

Print name and title of above

Address of Local Agency
Federal Employer's ID No. _____

APPLICATION/CERTIFICATION SECTION

- I. Definitions
- II. Application/Certification Process
 - End of Certification
- III. Transferring Participants and Migrants
- IV. Waiting List - Process
- V. Ineligibility
- VI. Instructions for Certification Record Form
- VII. Verification of Certification Cards
- VIII. Participant's Rights and Obligations
 - WIC Participant's Responsibility Form
- IX. Appointments/Scheduling
- X. Determination of Eligibility-Criteria
 - A. Population
 - B. Residential
 - C. Financial
 - D. Nutritional
- XI. Caseload Management
 - A. Priority System
 - B. Waiting List Guidance
- XII. Chart Information - Contents
- XII. Health Services to be Provided

DEFINITIONS

1. Breastfeeding Woman: Woman up to 1 year postpartum who is breastfeeding an infant.
2. Caseload: The number of persons certified eligible and participating in the WIC Program at any point in time. Persons certified eligible and wait listed are not considered to be participating in the WIC Program, and therefore are not included when assigning caseload limits or tallying caseload being carried at a point in time.
3. Client: Any WIC Program participant.
4. Encumbrance: A designated amount of money set aside for a specific purpose.
5. Fair Hearing: Procedure through which an individual may appeal a State or local decision which results in denial of Program participation, or suspension or termination from the Program.
6. Family: Group of related or unrelated individuals, not residents of an institution, living together as one economic unit.
7. Food Package: Supplemental foods given to participants monthly.
8. Food Vendor: Local grocer, dairy or other merchant who, through a signed agreement with the local agency, provides WIC foods in exchange for the WIC voucher.
9. Infant: Person 0-12 months of age.
10. Initial Visit: The first time a person visits a WIC clinic to request program benefits, whether an inquiring person in person or a visit for an appointment established by telephone.
11. Local Project/Program/Agency: Organizational body that provides WIC benefits within a defined project area.
12. Migrant Farmworker: A person or member of a family whose prime employment is agriculture on a seasonal basis who has been so employed within the last 24 months and who has established for the purpose of such employment a temporary residence.
13. Object Class Budget Items: Line items such as salaries, fringe benefits, postage, etc.
14. Participant: Pregnant, breastfeeding, post partum women, infants and children who are receiving vouchers under the program.
15. Priority System: Applied to persons on waiting list to ensure those at highest nutritional risk are the first ones chosen to fill vacancies.

16. Reallocation: Process by which USDA monies are moved from one state agency which is spending at a lower rate and given to another state agency that is able to spend the money more rapidly due to larger caseloads.
17. Retail Purchase System: A system in which the participant obtains WIC foods through an authorized food vendor, i.e., grocer or dairy.
18. Satellite: A WIC Program operated by another WIC Program which has primary administrative responsibility for the program and contracts directly with the State Agency. A satellite differs from a site in that it is located outside the defined project area, i.e., county or reservation.
19. Site: Within a defined project area there may be more than one site/clinic that offers services to WIC participants.
20. Staffing Pattern: Ratio of WIC staff needed to number of participants served.
21. State Agency: USDA's administrative designee for WIC in the state.
22. State Plan: Requirement of the State Agency by USDA which indicates action plans necessary to meet USDA regulations.
23. VOC Card: Verification of Certification Card issued to clients who are transferring to another WIC service area, to show proof of eligibility.
24. Voucher: Check-like document which is traded by the WIC participant for food at his/her local vendor.
25. Waiting List: List of applicants waiting to be accepted in the WIC Program when vacancies occur.

II. APPLICATION/CERTIFICATION PROCESS

- Person 1. Calls or visits WIC clinic and requests an appointment. (See V-3, definition of Initial Visit.)
- WIC Staff 1. Requests name, address and date of birth.
- Person 1. Is residentially and categorically eligible.
- WIC Staff 1. Schedules an appointment for person. Provides instructions to the person as to whom must be present at the appointment and what proof of residential and financial status must be supplied.
- Applicant 1. Arrives for appointment.
- WIC Staff 1. Gives applicant Financial Statement to fill in.
2. Interviews applicant to determine if currently eligible. Fills in name, residential, financial and physical data sections of WIC Certification Record Form.
3. May conduct prenatal, child health and dietary interviews.
4. Gives applicant's file to Competent Professional Authority.
- NOTE: Applicant may be determined to be ineligible at residential, financial, and nutritional points in the process. If the applicant is ineligible, go to page V-10, "Ineligibility."
- Competent Professional Authority 1. Evaluates nutritional information of applicant.
2. Codes nutritional problems on Certification Record.
3. Assigns nutritional priority category, and ranking within priority category if necessary.
4. If the applicant has met the residential, financial and nutrition criteria, the applicant is eligible. If space is available, services are provided.

If space is not available, go to page V-8, "Waiting List."
5. Signs and dates the Certification Record.
- WIC Staff 1. Notifies applicant of eligibility, responsibilities and participant's rights (see page V-32).
2. Gives applicant "Participant's Responsibilities" form to sign.

- | | |
|-----------|---|
| Applicant | 1. Signs "Participant's Responsibilities" and returns to WIC staff. |
| WIC Staff | 1. Retains signed copy of "Participant's Responsibilities" for file and gives one copy to applicant, now a participant. |
| | 2. Issues vouchers. |
| | 3. Assigns date for next appointment and gives appointment card to participant. |
| | 4. If new applicant (first time to receive WIC benefits by this agency) sets up file. |

End of Certification

- | | |
|-----------|---|
| WIC Staff | 1. 15-30 days before the end of a current certification period, advises participant that current period of eligibility will expire on _____ (date) _____. |
| | 2. If participant will become ineligible on that date, advises participant of upcoming ineligibility. (Go to "Ineligibility," page X-33.) |

III. TRANSFERRING PARTICIPANTS AND MIGRANTS

- Person
1. Calls or visits WIC clinic and requests an appointment.
 2. Informs WIC staff is a transferring participant or a migrant.
- WIC Staff
1. Schedules an appointment for the applicant.
- Applicant
1. Arrives for the appointment.
 2. If available, presents current VOC Card to WIC staff.
- WIC Staff
1. If applicant does not have a current VOC card, contacts applicant's previous local agency to determine if applicant is currently certified.

If applicant is not currently certified, go to page V-4 "Application/Certification," and treat person as a new applicant.
 2. If applicant is currently certified, fills in WIC Certification Record as completely as possible.

Requests additional information from applicant's previous local agency, which may be used to update the Certification Record upon receipt.
 3. Instream migrant farmworkers and their family members with expired VOC cards shall be declared to satisfy the State agency's income standard; provided, however, that the income of that instream migrant farmworker family is determined at least once every 12 months. Any determination that members of an instream migrant farmworker family have met the income standard, either in the migrant's home base area before the migrant has entered the stream for a particular agricultural season, or in an instream area during the agricultural season, shall satisfy the income criteria for any subsequent certification while the migrant is instream during the 12-month period following the determination.
- Competent Professional Authority
1. Determines nutritional problems and codes this information on Certification Record
 2. If space is available, certifies transferring participant/migrant for remainder of current certification period.

If space is not available, places transferring participant/migrant on the Waiting List ahead of all waiting applicants regardless of priority category. (Go to page X-31, "Waiting List.")
 3. Signs and dates Certification Record Form.

- | | |
|--------------------------------------|--|
| WIC Staff | <ol style="list-style-type: none"> 1. Notifies transferring participant/migrant of place in program. 2. Informs them of their responsibilities and rights. 3. Gives transferring participant/migrant "Participant's Responsibilities" Form to sign. |
| Transferring Participant/
Migrant | <ol style="list-style-type: none"> 1. Signs "Participant Responsibilities" and returns to WIC staff. |
| WIC Staff | <ol style="list-style-type: none"> 1. Retains signed copy of "Participant's Responsibilities" for file and gives one copy to participant. 2. Issues vouchers. 3. Assigns date for next appointment and gives appointment card to participant. 4. Sets up file. 5. At end of certification, go to "End of Certification," page X-28. |

IV. WAITING LIST

- WIC Staff
1. If there is no space available in the program, notifies applicant that they will be placed on a waiting list.
 2. Places transferring participant with current verification of certification or a migrant on the waiting list ahead of all waiting applicants regardless of the priority category of their nutritional risk.
 - A. If current certification period of a transferring participant expires while they are on the waiting list, transferring participant is then moved to a place on the waiting list according to their nutritional risk priority.
 - B. Migrant applicants retain their position on the waiting list ahead of all other waiting applicants.
 3. Places other eligible applicants on waiting list according to nutritional risk priority category.
 4. Sets up applicant's file.

WAITING LIST - SPACE AVAILABLE

- WIC Staff
1. If space in program becomes available, selects first:
 - A. Transferring participants and migrants, then
 - B. other eligible applicants, highest nutritional risks first to fill space available or until waiting list is empty.
 2. Notifies selected individuals of the opening of space in the program.
 3. Establishes appointments for them.
 4. Pulls files and gives them to Competent Professional Authority..
- Competent Professional Authority
1. Prepares Nutrition Care Plan.
 2. Writes food package prescription.
 3. Certifies for appropriate time period. Signs and dates new WIC Certification Record Form. .
- *****
- Applicant
1. Arrives for appointment.
- WIC Staff
1. Notifies applicant of eligibility, responsibilities and participant's rights.
 2. Gives applicant "Participant's Responsibilities" Form to sign.
- Applicant
1. Signs "Participant's Responsibilities" Form and returns to WIC staff.
- WIC Staff
1. Retains signed copy of "Participant's Responsibilities" for file and gives one copy to the applicant.
 2. Provides nutrition services according to the care plan.
 3. Issues vouchers according to the food package prescription.
 4. Assigns dates for next appointment and gives participant an appointment card.

V. INELIGIBILITY

- | | |
|---------------------------|---|
| WIC Staff | <ol style="list-style-type: none">1. Determines applicant/participant to be ineligible for one of the following reasons:<ol style="list-style-type: none">A. Categorical ineligibility (child after 5th birthday, etc.)..B. Residential ineligibility.C. Financial status.D. Nutritional status.2. Advises applicant/participant of their ineligibility with explanation. Written notice of ineligibility is provided at least 15 days in advance of the date of termination of program benefits.3. Informs applicant/participant of Fair Hearing procedure and gives them a copy of the form, "Individual Fair Hearing Procedure." (See "Fair Hearing Procedure," page VII-2.)4. Fills in and gives applicant/participant Fair Hearing Card to sign. |
| Applicant/
Participant | <ol style="list-style-type: none">1. Signs Fair Hearing Card and returns it to WIC staff. |
| WIC Staff | <ol style="list-style-type: none">1. Signs Fair Hearing Card and gives copy to applicant/participant.2. Files all pertinent documentation and original copy of Fair Hearing Card in file. |

INSTRUCTIONS

Certification Record-I Montana WIC Program

ALL ENTRIES ARE TO BE PRINTED. PLEASE PRINT CLEARLY

1. Visit Date.

Enter the day the applicant is in the clinic and applies for benefits. Enter month, then day and finally the last two numbers of the year. (Example 1/5/84.) This is the initial visit date for those applicants applying in person for the first time.

Clinic No.

This is your clinic number, and will always be the same for each clinic site. Enter the three numbers of your clinic number in the space provided. The clinic number must match the number on the drafts which will be issued to the applicant.

Family Number.

A unique family number is assigned to each family by clinic staff. This number cannot be assigned to any other family. Enter the family number in the space provided. Assign foster children their own family number. This will be the foster child's number even if the foster family changes.

Member No.

Each member of a family will be assigned a unique number that identifies them within the family. This number will be used with the family number. Enter the member number in the space provided. Begin with "1" for the first member, "2" for the second, etc.

"X" Here if Migrant.

If this applicant is a migrant, place an "X" in the box. If the applicant is not a migrant, leave the box blank.

The applicant is a migrant if an individual or part of a family whose employment is seasonal agricultural work and who have established a temporary residence due to employment.

"X" Here if First Visit.

If this is the person's first visit to your clinic, or if you are entering this person into the certification system for the first time, place an "X" in the box. Leave this box blank for any subsequent visit or update to the system.

Certification.

Mark the box which indicates which certification visit this is for the applicant. "X" the box labeled "1" if it is the initial visit, "2" if it is a second or subsequent visit, and "3" if it is a transferring participant. Once you have marked box "2" you do not need to mark a certification box again. Do not write the number in the box.

"X" Here if Record is to be Deleted.

If the record of this person is to be deleted, place an "X" in the box. If the record is to stay, leave the box blank.

2. Applicant.

Last Name.

Print only the applicant's last name on this line.

First Name.

Print the applicant's first name on this line.

Middle Name.

Print the applicant's middle name on this line. If the applicant does not have a middle name leave the space blank. If you only have a middle initial, write in the middle initial.

Birthdate.

Enter the birthday of the applicant. Enter month, then day and finally the last two numbers of the birth year.

Sex.

If the person is male, check that box. If the applicant is female, check that box.

Ethnic Code.

The ethnic group codes are:

1. - White, not of Hispanic Origin
2. - American Indian or Alaskan Native
3. - Black, not of Hispanic Origin
4. - Asians or Pacific Islanders
5. - Hispanic
6. - Other
7. - Unknown

Select the code which comes closest to the ethnic background of the applicant. Mark the box above the number that is the code for the ethnic group of the applicant. An entry must be made in one, and one only, of the Ethnic Code boxes. Place an "X" in the appropriate box. Instruct the applicant that this information is used for program reporting purposes only and does not affect eligibility.

3. Residential Eligibility

Street.

On this line, print the street address (or post office box number, etc.) of the applicant. If the applicant does not have a street or other address, leave it blank. If you need to use more than one line for the street address, you may enter the information on the form but it may not appear on your printout.

City.

On this line, print the city where the applicant lives. If the applicant does not live in a city, print the city of the mailing address. If the applicant does not live in the city of their mailing address, be sure the county of residence or reservation of residence is coded correctly.

State.

MT is filled in for you, to indicate "Montana."

Zip Code.

Fill in the last three numbers of the zip code of the applicant's mailing address.

County or Reservation Code.

From the list of county and reservation codes, select the two-digit number (01 through 63) for the county or reservation in which the applicant lives. Enter this number on the line provided. This number is not the same as the clinic number.

NOTE: Residential information must be repeated on each family member's form.

4. Financial Eligibility

Look at the current WIC Income Eligibility Table and the WIC Financial Statement filled in by the applicant. Determine the WIC income code of the applicant, using the number of family members and then the income (every two weeks, monthly or yearly), or aid received. The WIC income code will be 1 through 7. Mark the box above the income code of the applicant with an "X". Do not write the number in the box.

Example: () () () (X) () () ()
 1 2 3 4 5 6 7

The applicant's income code is 4. Remember that income code 7 is ineligible as over-income.

5. Physical Data.

In this area, information about the physical characteristics of the applicant will be entered. A date (month, day and year) must be entered in each space provided if data is entered. If a date is entered, data must also be entered. If physical data is not taken (a hematocrit on an infant for example), leave the date blank.

Length or Stature/Height.

Enter month, day, year of the length or stature/height measurement. Enter the measurement in either inches or in centimeters; you do not need to do both. Enter the recumbant length, stature or height without shoes.

Inches.

If you record the measurement in inches, enter with all fractions of an inch converted to eighths. A fraction must be used with every entry, including women. Example: 64 1/2" would be recorded as 64 2/8". 64" would be recorded as 64 0/8.

Centimeters.

Use whole numbers for centimeters. Example: 160 centimeters would be recorded as 160. 98 centimeters would be recorded as 98. Do not use a fraction of a centimeter.

Weight.

Enter month, day, year of the weight measurement. The date must be filled in even if it is the same as the date the length or stature/height was taken. Enter the weight measurement in either pounds or kilograms. Weigh with minimal clothing and without shoes. For a woman, give the weight measured on the date of her certification.

Pounds.

Enter pounds to the nearest 1/4 pound. Convert ounces to the nearest quarter pound. A fraction must be used with every entry, including women. Example: If weight is 116 3/4 pounds, the entry would be 116 3/4. 125 pounds would be 125 0/4.

Kilograms.

If weight is entered in kilograms, weight is entered to the tenth of a kilogram. Example. 22.5 kilograms would be entered 22 5/10. 33 Kilograms would 33 0/10.

Hematocrit or Hemoglobin.

Either or both items of information may be provided. For infants under 6 months old, neither item is required, but may be entered if available.

Hematocrit.

Enter the month, day and year on which the hematocrit or hemoglobin test was made. Date must be filled in. Enter the result of the hematocrit determination to the nearest percent (%) on the line provided. Example: If the hematocrit is 45%, enter 45. If it is 45.2, enter 45.

Hemoglobin.

Enter the result of a hemoglobin determination in gm/100 ml on the line provided. Record to the nearest 10th of a gram per 100 milliliters. Do not leave the tenths position blank if it is 0; enter a zero in this case. Example: Hemoglobin is 12.5 gm/100 ml, record as 12 5/10. Hemoglobin is 12 gm/100 ml., record as 12.0.

FOR CHILD:

Birth Weight.

Birth weight may be entered in pounds and ounces OR IN GRAMS. This information should be entered if available. If the parent or guardian cannot supply this information, leave it blank.

Pounds.

Enter pounds to the nearest ounce. Round ounces to the nearest whole number. Do not use a fraction of an ounce.

Grams.

Use whole numbers and record to the nearest gram. Example: Infant weighed 900 grams at birth. Record as 900. Infant weighed 2,370 grams at birth. Record as 2370.

Is Child Being Breast Fed Now?

If the child is being breast fed at the time of visit, mark the box labeled "YES." You do not need to enter any more information in this section at this time. If the child is not being breast fed, mark the box labeled "NO." Go on to the next question. When a child is no longer breastfed this information should be updated at the next certification.

Was the Child Ever Breast Fed?

If the child has never been breast fed, mark the box labeled "NO." If the child has at one time been breast fed, mark the box labeled "YES" and go on to the next question.

If "YES," How Many Weeks?

Determine the number of weeks that the child was breast fed from information given by the parent or guardian, and enter here. Convert months to weeks. The highest number of weeks that can go on the record is "98." Use "99" if the number of weeks breastfed is unknown.

FOR WOMAN:

Determine the category of a woman applicant. Mark the appropriate box, box #1 for a pregnant woman, and box #2 for a breastfeeding woman. The Montana WIC Program at this time does not serve post-partum women (box #3). One of these boxes must be marked if it is a "first visit" for a woman.

	Pregnant	Breastfeeding	PP
<u>Example:</u> For Woman:	(X)	()	()
	1	2	3

This applicant is pregnant.

6. Nutritional Eligibility

Information about the applicant's nutritional problems will be entered in this section. The Nutritional Problems Table is your reference for the codes available to use. After determining the nutritional problem(s) of the applicant select the correct four-digit code(s) from the table for the problem(s) identified. Enter the number(s) of the problem(s) in the spaces provided. There are up to nine spaces available for the codes of the nutritional problems. Leave blank those spaces that are not needed.

Priority.

Determine the nutritional risk priority of the applicant. Mark the box, 1 - 6, for the nutritional risk priority of the applicant.

Example: () (X) () () () ()
 1 2 3 4 5 6

The applicant is Priority 2. Enter only one priority, the highest one that applies to the applicant.

If you have identified a nutritional problem for which you find no code, you must call a registered dietitian at 444-4740, or write a note to the dietitian and attach it to the white copy of the certification form. A dietitian will reply to your need. Do not fail to code a nutritional problem for a client. You must contact the dietitian for any nutritional problems which have been overlooked in the Nutritional Problems Table.

7. Certification

If the applicant is certified and will be receiving benefits: Mark the box labeled "CERTIFIED ELIGIBLE ()" with an "X" and fill in the date that the certification begins; month, day, year, and the date that certification ends; month, day, year. For a pregnant woman, the end date for the purpose of this form is six weeks after her due date. In this case the end date is only your best estimate, and the applicant may be served until her actual 6 weeks post-partum date.

If the applicant is not eligible for certification:

Mark the box labeled "CERTIFIED INELIGIBLE () WRITTEN STATEMENT OF REASON ..." with an "X".

8. Waiting List

If the applicant is eligible, but must be placed on the waiting list: Mark first the box labeled "CERTIFIED ELIGIBLE." DO NOT enter a begin date or end date.

Mark the box "X" HERE () IF PLACING ON A WAITING LIST. In order to place an applicant on the waiting list, you must fill in all the eligibility information, including residential, financial and nutritional, as well as the clinic number, family number, etc.

If the applicant is on the waiting list and is to be removed: Mark the box "X" HERE () IF REMOVING FROM WAITING LIST. This box must be marked when the applicant is certified, or is removed from the Waiting List for any other reason. Then complete the certification information, indicating whether the applicant is eligible, with begin and end date, or ineligible.

9. Signature

The certifying authority must sign and date the certification form in the space provided. The certification document is not valid and may be returned to the local agency for proper signature unless signed and dated by a competent professional authority.

Error Correction

If you need to correct a certification record that has already been submitted, you will first fill in the grey area on the form which includes the date, the clinic number, family number, and member number. This will identify the record that is to be corrected. Then fill in only those boxes needing correction. For example, if the date of a hematocrit is correct, but the hematocrit is not, you need only enter the hematocrit information. You do not need to redate it.

DO NOT update measurements or addresses taken between certifications. This information is for your use only.

If you need to correct the clinic, family or member number, you must first fill in one form with the incorrect information and mark the box "X" HERE () IF RECORD IS TO BE DELETED. Then you must completely fill in a new form with all the certification information as well as the new clinic, family and member number. Remember that deleting the information will completely eliminate any data that has been stored under that number.

VISIT DATE _____/_____/_____

APPLICANT		CLINIC NO. _____	
LAST NAME _____		FAMILY NO. _____	
FIRST NAME _____		MEMBER NO. _____	
MIDDLE NAME _____		*X* HERE IF MIGRANT <input type="checkbox"/>	
<input type="checkbox"/> Male <input type="checkbox"/> Female BIRTH DATE _____/_____/_____		*X* HERE IF FIRST VISIT <input type="checkbox"/>	
ETHNIC CODE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7		CERTIFICATION	
RESIDENTIAL ELIGIBILITY		Initial Subsequent (2 +) Transferring <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	
STREET _____		*X* HERE IF RECORD IS TO BE DELETED <input type="checkbox"/>	
CITY _____		PHYSICAL DATA	
STATE <u>MT</u> ZIP CODE <u>59</u> COUNTY OR RESERVATION CODE _____		DATE _____ LENGTH OR STATURE/HEIGHT _____ IN <u>3</u> OR _____ CM	
HOME TELEPHONE NUMBER _____		DATE _____ WEIGHT _____ LBS <u>4</u> OR _____ KG	
FINANCIAL ELIGIBILITY		DATE _____ HEMATOCRIT _____ % OR HEMOGLOBIN _____ g/100 ml	
CATEGORY <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7		FOR CHILD:	
NUTRITIONAL ELIGIBILITY		BIRTH WEIGHT _____ LBS OR _____ OZ OR _____ GRAMS	
NUTRITIONAL PROBLEMS _____		IS CHILD BEING BREAST FED NOW? (IF YES STOP HERE) YES <input type="checkbox"/> NO <input type="checkbox"/>	
PRIORITY <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6		WAS CHILD EVER BREAST FED? YES <input type="checkbox"/> NO (IF NO, STOP HERE) <input type="checkbox"/>	
CERTIFICATION		IF YES, HOW MANY WEEKS? _____	
X ONE		Pregnant Breastfeeding PP <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	
CERTIFIED ELIGIBLE <input type="checkbox"/> BEGIN DATE _____/_____/_____ END DATE _____/_____/_____		FOR WOMAN:	
CERTIFIED INELIGIBLE <input type="checkbox"/> WRITTEN STATEMENT OF REASON FOR INELIGIBILITY AND FAIR HEARING PROCEDURE MUST BE PROVIDED			
WAITING LIST			
X HERE IF PLACING ON A WAITING LIST <input type="checkbox"/>		*X* HERE IF REMOVING FROM WAITING LIST <input type="checkbox"/>	
SIGNATURE			
Competent Professional Authority _____		DATE _____/_____/_____	
Title _____			

White copy — State Agency
Yellow copy — Local Agency client record
Pink copy — Local Agency use

Rev 11/85

Transferring Participants

If you are entering a transferring participant who has never been assigned a family and member number in your clinic, the form must have the name, residential, financial and nutritional boxes filled in. It is also the 1st visit and box #3 for "Transferring" for you. Physical data may be updated when you receive it from the transferring clinic. If you find your first entry was inaccurate, you may also correct the certification information when you update.

VII. VERIFICATION OF CERTIFICATION CARDS

Purpose: To be used for transferring WIC participants, including migrants. VOC cards are the same as WIC certification and may be used for one certification period. VOC cards are to be accepted by local agencies as proof of certification when presented by transferring participants.

Who Completes: Local Agency Staff

State Agency Responsibilities: The State Agency will obtain VOC cards from USDA and issue them to local agencies; maintain a record of the numbers of each card received from USDA and a listing of the numbers of the cards issued to each local agency; monitor local agency records and supply of VOC cards during annual monitoring visits.

Local Agency Responsibilities:

The local agency will:

1. Maintain a log of VOC cards received and issued. When cards are received from the State Office, their numbers will be entered in a log along with the date the cards were received.
2. Issue cards to all participants who intend to transfer to a new agency, either in or out-of-state. When a card is issued to a transferring participant, the participant's name, number of the card, and the date issued are entered into the log. One card is issued for each transferring participant. Card numbers are also to be noted in the family folders.

EXAMPLE: Cards #110010 through 110110, received xx/xx/xx

<u>Number</u>	<u>Issued To</u>	<u>Date Issued</u>
110010	John Doe	9/9/79
110011	Jane Smith	10/2/79
110012	Mary Smith	10/2/78

Make sure cards are issued in sequence, just as drafts are.

3. Return any VOC cards that are voided to the State Office.
4. Notify the State Office when the inventory of VOC cards is down to approximately one month's supply.
5. If a card is reported lost by a participant transferring to your project, find out the name and address of the local agency that originally issued it and obtain the old card number from that agency and reissue a new VOC card. Record the new number, the participant's name, new date issued and the old VOC card number on the log.

WIC Program Verification of Certification		Certification No. 004456
Name		Date of Birth
Participant's Signature		
Local Agency		
Street Address and City		
State	Telephone No. AC-	

Certification Record		
Certification Dates		Income Determination
From:	To:	Date:
Nutritional Risk Reason		
Dates Food Package Issued		
Local Agency Official's Signature		
Local Agency Official's Name (Print or Type)		

VIII. PARTICIPANTS RIGHTS AND OBLIGATIONS

Local Agency Responsibilities:

1. Local agency shall notify each participant, or parent/guardian of each participant, at each certification of the following rights and obligations:

Rules for acceptance and participation in this Program are the same for everyone regardless of race, color, national origin, age, sex or handicap.

You may appeal any decision made by the local agency regarding your eligibility for the Program. The WIC staff will inform you of the procedure for a Fair Hearing. It is illegal to participate in more than one WIC Program at the same time.

The local agency will make health services and nutrition education available to you and you are encouraged to participate in these services.

These statements are contained in the WIC Certification Record. At each certification, applicant is requested to read these statements and sign in the space indicated. If the participant cannot read, the WIC Aide shall read the statements to him/her.

In addition, the WIC staff is to provide information on the types of health services available, where located, how they can enroll and why participation is important.

2. At each certification by the agency, each woman or parent/guardian of infant/child shall read and sign the Participant Responsibility Form, a copy of which is kept in the chart.

WIC PARTICIPANT'S RESPONSIBILITY FORM

Purpose: To provide written explanation of the participant's responsibilities regarding program participation. Used to notify participant of the consequences of misuse of WIC drafts.

Who Completes: WIC Aide and WIC participant sign the form.

How: At the initial visit, and each additional certification, parent or guardian reads the sheet, or if unable to read, WIC Aide reads document to the participant. Participant receives one copy to take home if desired; one copy is signed by both participant and Aide and dated. This copy is kept in the chart.

Format: The State Agency will provide a form containing the minimum information needed. Local agencies may add to or combine the form with others, provided that the minimum information is retained.

Monitoring Requirement: State Agency staff will monitor for presence of appropriate signed and dated Responsibility Form in the chart.

When: At initial and each successive visit, when transferred from one county to another and the old form is unavailable, or when a new form is developed.

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)
MONTANA WIC PARTICIPANT'S RESPONSIBILITY FORM

Instructions: Please read this form and sign it on the back. If you do not understand some part of it, please ask the person helping you to explain.

I will notify the clinic if I cannot attend my scheduled WIC appointment and understand that breaking appointments may cause me to be dropped from the program.

I will notify the clinic if I change my address.

I will live in the county served by the local agency where I receive WIC benefits.

I will give accurate and honest information to WIC clinic personnel and be willing to provide verification if necessary.

I will report a voucher stolen or destroyed by fire.

I will not use vouchers that were reported stolen or destroyed by fire.

I understand that I am responsible for safekeeping of my vouchers before I cash them.

I will not receive vouchers from more than one clinic.

I will cash the vouchers within 30 days of the issue date and never cash voucher more than 30 days old.

I will only purchase authorized food (or substitutions) authorized by the WIC Program.

I will buy only pasteurized, homogenized, fortified milk.

I will not pay any cash for WIC foods.

I will not take change from a WIC transaction.

I will not make changes on the WIC voucher.

I will not return WIC foods for cash or other items.

I will sign the voucher after the checker writes the price on it and present an identification to the checker if requested.

I understand that the person who signs the top line of a voucher at the clinic, must sign the bottom line of the voucher in front of the checker.

I will shop only at authorized WIC vendors.

I will ask the store manager for assistance or call the clinic if I have problems redeeming WIC vouchers.

I will not be verbally or physically abusive to any checker, vendor or agency personnel. I will report any vendor or agency misconduct to the clinic or clinic director.

I understand that I am responsible for the dollar amount written on the vouchers that are issued to me.

I understand my child and/or myself are on WIC because we have met the age, residential, financial and nutritional guidelines.

I understand my child and/or myself are "certified" eligible to receive WIC benefits for up to six months for a child under age 5 or for women up to the time the child is 6 weeks old if not breastfeeding or up until the child is 6-12 months old if breastfeeding.

I understand the certification process shall be repeated at the end of the above specified time to determine continued eligibility for the program.

I understand the local agency will make health services and nutrition education available to me and that I am encouraged to participate in these services.

FAILURE TO ABIDE BY THESE RESPONSIBILITIES AND/OR FEDERAL REGULATIONS COVERING THE WIC PROGRAM WILL NECESSITATE ACTION TO BE TAKEN BY THE WIC CLINIC. THIS ACTION MAY RESULT IN DISQUALIFICATION OR TERMINATION FROM THE PROGRAM.

YOU HAVE THE OPPORTUNITY TO APPEAL ANY DECISION MADE BY THE LOCAL AGENCY REGARDING YOUR ELIGIBILITY FOR THE PROGRAM, WITH AN AGENCY CONFERENCE OR FAIR HEARING. A HEARING FORM WILL BE SUPPLIED TO YOU UPON REQUEST FROM YOUR CLINIC OR THE STATE WIC OFFICE, COGSWELL BUILDING, HELENA, MT 59620.

The above responsibilities have been explained to me.

Signature of Participant/Parent/Guardian Signature of Authorized WIC Staff Member

DATE

Signature of Participant/Parent/Guardian Signature of Authorized WIC Staff Member

DATE

Signature of Participant/Parent/Guardian Signature of Authorized WIC Staff Member

DATE

WIC IS AVAILABLE TO ALL PERSONS REGARDLESS OF RACE, COLOR, NATIONAL ORIGIN, AGE, SEX OR HANDICAP. IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, WRITE IMMEDIATELY TO THE SECRETARY OF AGRICULTURE OR DIRECTOR, OFFICE OF ADVOCACY AND ENTERPRISE, USDA, WASHINGTON, D.C. 20250

IX. APPOINTMENTS/SCHEDULING

Purpose: To schedule participant's or potential participant's next visit for draft issuance, nutrition education and/or eligibility determinations.

Who Completes: WIC Aide.

Procedures:

1. Schedule one appointment a month for draft issuance, approximately 30 days apart, but never more than one during a calendar month. Appointments for determination of eligibility may coincide with draft issuance, or may occur between draft issuance visits. Appointments for determination of eligibility must coincide with the first month's draft issuance if the participant is notified of eligibility at that time.
2. Keep a record of appointments in an appointment book, card file, etc. Develop a simple system whereby appointment times may be readily identified for participants that make requests for this information because they have lost their appointment cards..

Appointment cards are available for local agency use from the State Office.

When: At the end of each visit.

X. DETERMINATION OF ELIGIBILITY

Purpose: All these criteria are used to determine eligibility for WIC Program services.

The applicant must first be a member of the population WIC serves: Pregnant, postpartum, or nursing woman; child up to age five. The applicant must meet financial, residential and nutritional criteria. In addition, a pregnant woman must have confirmation of prenatal care (see Health Services Section).

Explanation of Criteria

1. Population Criteria: Women are eligible during pregnancy, up to six weeks following delivery or the termination of the pregnancy. Post partum women are eligible up to one year if they are nursing.

Infants and children up to five years old.
2. Residential Criteria: Applicants must reside in the geographic area of the local agency to which they are applying for WIC services. In the case of reservations or agencies operating programs in more than one county, these areas may overlap county lines. In the event that a participant resides in an area served by two WIC projects, they should receive WIC where they receive their health services. Exceptions can be made for hardship conditions which must be documented in the family folder. For other circumstances see the Application Section.
3. Financial Criteria: Presently it is the State's policy that all local agencies will use the Secretary of Agriculture's 185% of poverty levels, as defined in Public Law 95-627 to determine financial eligibility. No allowances are to be made for hardship conditions. New guidelines will be provided to the local agencies by the State Office annually. Current income guidelines and instructions for filling out financial information on the Questionnaire-Certification Form are found in the Application Section.
4. Nutritional Criteria: Eligibility is determined by a nutrition assessment. (See Nutrition Section for further details.)

Who Determines Eligibility: Financial, residential and population eligibility can be determined by the WIC Aide. Nutritional eligibility is to be determined by a competent professional authority.

How Certification Data is Obtained:

- A. Population Data: Use birthdate of the applicant, and pregnant woman. Expected date of delivery can be obtained from Confirmation of Prenatal Care information.

B. RESIDENTIAL ELIGIBILITY

Local Agency Responsibilities

WIC staff writes the applicant's address on the WIC Certification form. WIC staff determines whether or not the participant or potential participant lives in an approved service area by reviewing address information. The approved service area is the area that is outlined in the Agreement between the State and local agency. Usually a service area is confined to the county or reservation in which the WIC clinic is located. However, in the case of parent programs with one or more satellites, their service area will include two or more counties. If needed, the county may establish a policy on serving persons out of their service area.

RESIDENTIAL ELIGIBILITY - Adjoining Counties

If a participant resides in an area served by a local WIC project, but geographically close to a WIC clinic in an adjoining county, the participant may choose to go to the adjoining county for WIC under the following conditions:

1. The WIC clinic in the adjoining county has a slot available for the participant;
2. The participant must receive health services in the adjoining county and the adjoining county must agree to serve them;
3. The adjoining county must have vendor agreements with vendors located in the participant's county.

If a participant resides in an area that is not served by a local WIC project, but adjoins a county that does have a WIC project, the participant cannot be served in the adjoining county unless they receive health services in that county or if approved by the State WIC Office on a case-by-case basis.

Participants residing in an area not served by WIC should be encouraged to actively seek WIC in their county by contacting physicians, county commissioners, welfare departments, public health nurses, low income advocacy groups, etc.

Interstate WIC participation policy is outlined in the Administration Policy Section.

C. FINANCIAL ELIGIBILITY

Local Agency Responsibilities

Financial Information: Information is provided by the client on the Financial Statement form.

Income guidelines for the WIC Program are set by the State WIC office for all projects in the State within the eligibility

requirements mandated by USDA Regulations. These guidelines are found in the Application Section.

For verification of income all participants/applicants must show proof of income. (Please refer to Policy #85-6.)

Income check stubs or tax returns can be used for verification.

WIC staff use income guidelines below to determine whether total income listed on the Financial Statement by the participant or potential participant are within the established guidelines. Persons who mark on the Financial Statement Form that they are enrolled in specific federal programs do not need to provide additional financial information, as they are automatically eligible for WIC. Participation in federal programs that are not listed must be approved by the State Agency.

DEFINITION OF INCOME: Money earned before deductions for income taxes, employee's Social Security taxes, insurance premiums, bonds, etc., including: 1) Monetary compensation for services, including wages, salary, commission, or fees; 2) Net income from self-employed farmers and self-employed business persons (subtract operating expenses from gross receipts); 3) Social Security; 4) Dividends or interests on savings or bonds; 5) Income from estates or trusts; 6) Net rental income; 7) Public assistance or welfare payment; 8) Unemployment compensations; 9) Government civilian employee or military retirement or pensions; 10) Veterans payments; 11) Private pensions or annuities; 12) Alimony or child support payments; 13) Regular contributions from persons not living in the household; 14) Net royalties; and 15) Other cash income.

In determining eligibility, use either the family's income during the past 12 months or the family's current rate of income, whichever is the better indication of the family's need.

DEFINITION OF FAMILY: Group of related or nonrelated individuals, who are not residents of an institution or boarding house, but who are living as one economic group. Students who are temporarily away at school should be counted as members of the family.

FOSTER CHILDREN: In cases where the welfare agency is legally responsible for the child and the foster home is, in fact, an extension of the welfare agency, the foster child is considered a one member family. Welfare payments for the care of that foster child are considered income of that one member family.

In cases where the welfare agency has placed a child in a permanent home and/or subsidizes the child's adoption, the child is considered a member of that household. The family size and total income of the family determine the child's financial eligibility for WIC.

GRANTS AND SCHOLARSHIPS: Student financial assistance received from any program funded in whole or part under Title IV of the Higher Education Act of 1965, including the Pell grant, Supplemental Educational Opportunity Grant, State Student Incentive Grants, National Direct Student Loan, PLUS, College Work Study, and Byrd Honor Scholarship programs, is excluded from income (Ref.: 7 CFR 246.7(c)(2)(iv)(L)).

D. NUTRITIONAL ELIGIBILITY

Nutrition Data: Anthropometric (heights, weights, etc.) and biochemical data (hemoglobin/hematocrit) should be obtained if available from the participant's physician, public health nurse, Well Child Conference records, or Headstart records. If the data is not available from these sources, it can be gathered by the WIC staff. It is recommended that duplication of data collection be reduced to the greatest degree possible. For example if a child has had a hematocrit/hemoglobin test within the last month at a Headstart Program, Well Child visit, or at the physician's office, use this information for your nutrition assessment.

Local agencies shall also develop a mechanism by which anthropometric, biochemical and dietary data obtained by the WIC staff is shared with these professionals and programs.

Identified nutritional problems are used by the competent professional authority in assigning a client to a priority or rank ordering the application within a priority or from a waiting list. The codes for nutritional problems are given in the Nutrition Problems, Codes, Criteria and References, a classification document provided by the Montana Department of Health and Environmental Sciences and the Montana Dietetic Association, for use in public health nutrition services.

Instructions, methods and procedures for weighing and measuring the length/stature of infants and children are those found in "A Guide to Pediatric Weighing and Measuring," U.S. Department of Health and Human Services, Public Health Service, Nutrition Division/CPHE, Centers for Disease Control, Atlanta, GA 30333. November, 1980. Copy is available from the Montana State Department of Health and Environmental Sciences.

Scales and length/stature measurement equipment standards are those specified in Nutrition Surveillance, January-June, 1980, Centers for Disease Control, U.S. Department of Health and Human Services, U.S.H.H.S. Publication No. (CDC) 81-8295, pages 7-15.

Other guidance available and recommended by SDHES includes:

Growth Assessment of Children, Slide/cassette tape training material available on loan from the Film Library, SDHES, Helena.

Rate Your Measurement Technique, slide/cassette tape training material available on loan from the Film Library, SDHES, Helena.

Anthropometric Techniques and Their Application, Chapter 6 (page 69-92), by Gordon E. Robbins and Frederick L. Trowbridge, Nutrition Assessment, A Comprehensive Guide to Planning Intervention, by Margaret Simko, Catherine Cowell and Judith Gilbride, Aspen Systems Corporation, 1984.

XI. CASELOAD MANAGEMENT

Priority System for Nutritional Risk Criteria

Reference from 7 CFR 246.7 Certification. Federal Register, Volume 44, No. 146, July 17, 1979.

The following priorities shall be applied by the competent professional authority when vacancies occur after a local agency has reached its maximum participation level, in order to assure that those persons of greatest nutritional risk receive Program benefits. State agencies may set income priority levels within these six priority levels:

Priority I: Pregnant women, breastfeeding women and infants at nutritional risk as demonstrated by hematological or anthropometric measurements, or other documented nutritionally related medical conditions which demonstrate the person's need for supplemental foods.

Priority II: Except those infants who qualify for Priority I, infants (up to 6 months of age) of WIC participants who participated during pregnancy, and infants (up to 6 months of age) born of women who were not WIC participants during pregnancy but whose medical records document that they were at nutritional risk during pregnancy due to nutritional conditions detectable by biochemical or anthropometric measurements or other documented nutritionally related medical conditions which demonstrated the person's need for supplemental foods.

Priority III: Children at nutritional risk as demonstrated by hematological or anthropometric measurements or other documented medical conditions which demonstrate the child's need for supplemental foods.

Priority IV: Pregnant women, breastfeeding women, and infants at nutritional risk because of an inadequate dietary pattern.

Priority V: Children at nutritional risk because of an inadequate dietary pattern.

Priority VI: Postpartum women at nutritional risk.

B. Waiting Lists

If and when your caseload reaches the set maximum limit, you will need to begin a waiting list. This instruction establishes guidance concerning the use of waiting lists for Program applicants.

Waiting lists should provide a pool of viable applicants in order to select the highest priority persons for participation when slots become available. Section 246.7 (f)(1) of WIC regulations requires that local agencies must keep lists of interested persons who visit the Program when there are no funds available to provide benefits.

The waiting list must include the name of the applicant, the date placed on the waiting list, address or telephone number, and status. Individuals must be notified of their placement on a waiting list within 20 days of their initial visit to the clinic.

It is not necessary to maintain a waiting list of all persons who inquire about the Program. The list is a tool to ensure the placement of the highest priority persons into the Program when slots become available. If the local agency has strong caseload management and knows that certain low priority individuals will never be served, it is unnecessary to place them on a waiting list. For example, if a local agency has reached maximum caseload and has a sufficient number of Priority I and II applicants on its waiting list to fill any likely vacancies, it is not necessary to place Priority V children on the waiting list.

On the other hand, the waiting list must not be so restricted that persons who might reasonably be expected to enroll later are not enrolled. Fair hearings from an aggrieved applicant could result. Similarly, if an applicant insists on being placed on the waiting list, they must be processed. In any case, WIC staff should always explain why placement on a waiting list is necessary and what it means in terms of realistic possibilities of receiving benefits.

In order to place the applicant into the WIC Certification System, Waiting List, the applicant must be completely screened and a determination of eligibility/ineligibility made (see Application/Certification Section, p. V-5). Only those applicants actually certified eligible (meet categorical, residential, financial and nutritional criteria) can be placed on the system waiting list. As local agencies will probably not be able to complete the entire certification process for all who apply, selective screening must take place prior to placement on the system waiting list. For example, as given above, agencies with few openings and Priority I and II individuals waiting to fill them, would not complete the process for Priority V children. Using good caseload management, some determination of an individual's chance to get on the Program should be made before completing the screening process.

In those instances where the waiting list is comprised of entirely low priority individuals (i.e., a.. Priority V children), then a pool of certified eligible applicants should be established based on alternative criteria, such as greatest need within that priority (i.e., known nutritional consideration, or on a first come, first served basis among applicants whose nutritional status is closely similar). In this case, local agencies may establish their own procedures to determine which and how many applicants should be screened. It should be kept in mind that some applicants may come from referrals with nutritional and income data already available, while others arrive with no referral data. There should be procedures to assure that those with no prior referral data can be

screened, as appropriate. Those applicants should be provided an equal opportunity to be placed into the pool of candidates to be considered for enrollment.

A final issue is how long waiting lists should be retained. We believe the lists should be retained for a sufficient length of time to allow the State Agency to adequately review certification procedures during monitoring visits.

The primary purpose of waiting lists is to maintain a pool of interested applicants from which highest priority people can be selected to actually participate when caseload slots become available. An important element of the system is to give benefits to those who are in greatest need. But, the procedures for waiting lists and screening should also be consonant with efficient and effective management practices and should not become a futile exercise in paperwork. The issue of waiting lists is closely involved in the overall issue of effective caseload management. We encourage you to work with our agency health officials to establish procedures which direct benefits to highest priority participants in a workable manner.

XII. CHART INFORMATION

- A. The following information needs to be included in a WIC Chart or in a combined medical record available to the WIC staff:
1. WIC Certification Record and Financial Statement documenting financial, residential and nutritional eligibility;
 2. Participant's Responsibility Sheet;
 3. Plotted Growth Grids or Weight Gain Grids;
 4. Medical history information for identified risk factors or for nutrition assessment;
 5. Hematocrit or hemoglobin data;
 6. 24-Hour Recall and/or dietary record and/or nutrition history information;
 7. Nutrition Care Plan -- Family or individual;
 8. Documentation of referrals. Include name of the provider the client has been referred to and the reason for the referral;
 9. Documentation of follow-up to referral for nutrition-related medical problems as needs and plans change;
 10. Signed and completed Ineligibility/Fair Hearing Card if dropped from the program;
 11. Copies of WIC drafts for the certification period preceding the current one, and for the current certification period;
 12. Progress Notes.
- B. The following forms need to be reviewed and updated at each certification (or more often if necessary):
1. WIC Certification Record (i.e., family member data if it changes);
 2. Financial Statement, if there is a change;
 3. Participant's Responsibility Form;
 4. Growth or weight gain grids;
 5. 24-Hour Recall or nutrition history information;
 6. Nutrition Care Plan;

7. Referrals and follow-up to identified nutrition-related medical problems;
8. Progress Notes.

XIII. HEALTH SERVICES

The following services, by client category, must be made available by every local agency. Local agencies do not have to provide these services directly, but must document that they are provided in the WIC family folder or by cross-reference to medical records.

I. Pregnant and Postpartum Women

- A. Prenatal and postpartum care provided by a physician: Local agencies must verify that a pregnant woman is receiving continuous prenatal care by requesting a completed Prenatal Care Form before WIC food drafts are issued to the client. A copy of the form must be kept in the family folder.
- B. Perinatal Classes: Local agency must document that client has been referred to a prenatal class. Suggested content of these classes is described in the Perinatal Manual available from the Montana Department of Health and Environmental Sciences, and must be conducted by a person approved by the Nurse Consultant of the State Agency. Lamaze classes are acceptable.
- C. Referral: Competent Professional Authority will refer client to public health nurse or physician for follow-up on newly found medical problems or other abnormal health status or health habits requiring the attention of other agency or professional.

II. Infants and Children

A. Well Child Conferences

Well child conferences consist of public preventive health care provided by a physician, nurse practitioner or other approved health professional; or well child care provided by a private physician. The requirements and standards for well child care are those required by the Montana Department of Health and Environmental Sciences, and available from the Bureau of Nursing, Montana Department of Health and Environmental Sciences, or a Nurse Consultant employed by the State Agency.

B. Coordination of Data Collection

WIC staff shall not perform anthropometric or biochemical tests if recent information is available from physician, public health nurse Head Start evaluation, EPSDT evaluation, well child visit, etc. The WIC Regulations allow a one month (30 day) leeway in certification. This can be used to coordinate data collection with other agencies and professionals in the community.

C. Coordination of WIC and Other Health Services

Whenever possible, for example, WIC and well child conferences should be combined. The child can be examined by the physician or nurse practitioner, receive a nutrition assessment by the dietitian, and receive food drafts from the WIC aide.

Maternal health data/history, infant and child health history/data, nutrition assessments, family planning and health education data should be combined into one medical record whenever feasible. This enables continuity of health care of all programs offered by the agency which the client participates in.

FOOD DRAFTS RECORDS AND REPORTS

Forms and Instructions

1. Authorized Signature Form
2. Identification Card
3. WIC Draft Receipt Form
4. Monthly Draft Receipt Form
5. WIC Draft Voucher (See Application/Certification Section)
6. Draft Log Form
7. Stop Payment Request
8. Draft Exception List
9. Draft Deletion Procedures
10. Review of Food Instruments
11. Records Management

1. AUTHORIZED SIGNATURE FORM

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)
MONTANA REQUEST FOR AUTHORIZED SIGNATURE CARD

WIC PROGRAM: _____

DATE OF REQUEST: _____

	<u>TYPED SIGNATURE</u>	<u>WRITTEN SIGNATURE</u>
1. Name	_____	_____
Title	_____	
2. Name	_____	_____
Title	_____	
3. Name	_____	_____
Title	_____	

Any WIC employee issuing WIC vouchers must have an authorized signature card. Inform the state office of any changes in WIC personnel.

Send this form to: State WIC Office
Health Services Division
Montana Department of Health and
Environmental Sciences
Cogswell Building
Helena, MT 59620

At the onset of a program, and anytime thereafter when there is an addition of an authorized staff person authorized to sign WIC drafts, send this form to the State Office, keeping a copy for your files. DO NOT re-list those persons already authorized when sending in additional names.

When a staff person resigns, or is otherwise no longer authorized to sign WIC drafts, notify the State Agency of the deletion of the staff person from the authorized signature list.

2. IDENTIFICATION CARD

STATE OF MONTANA
DEPARTMENT OF HEALTH & ENVIRONMENTAL SCIENCES
WIC PROGRAM

This is to certify that Jane Doe

whose signature appears hereon is employed as a staff member of the Montana WIC Program through the local health agency and is hereby authorized to perform any and all duties delegated to such employees under the laws and contracts of the State of Montana.

David L. Thomas
Coordinator, State WIC Program

Dated at Helena, Montana June 19, 1987

This identification becomes void one year from date of issue or at termination of employment by the WIC Program—at which time it must be surrendered

Card No 999

Jane Doe
Signature of Employee

The State Office will issue numbered identification cards to local agencies upon receipt of the above form. These cards are to be returned to the State Office immediately when an employee resigns or is no longer authorized to sign WIC drafts. (The card expires one year after issuance.)

Identification of registered dietitian is by their registration number assigned at the time of passage of the Registration Examination. The Montana State Department of Health and Environmental Sciences obtains this information on a periodic basis from the American Dietetic Association, and on a case basis upon request.

3. WIC DRAFT RECEIPT

WIC DRAFT RECEIPT

I certify that on _____, I received and physically inspected the following WIC vouchers numbered _____ through _____. The following draft numbers are missing: _____

I would like to make the following comments about this shipment of vouchers:

Signature _____
Title _____
WIC Program _____
Date _____

Return this form to: State WIC Program
Health Services Division
Cogswell Building
Helena, MT 59620

The WIC Draft Receipt Form is to be filled out every time an agency receives drafts from the State Office, and the completed form should be sent to the State Office no later than 5 days after receipt of the drafts.

Upon receipt of drafts, WIC aide will count packages received, multiply by number of drafts in package and spot check packages (particularly the last package, which may not be full) for accuracy in numbers listed on packages by printers. This is important, as printer errors have resulted in issuing drafts out of sequence in the past.

Record numbers on the Draft Inventory Report.

NOTE: KEEP ALL UNISSUED DRAFTS IN A LOCKED VAULT, FILING CABINET OR DRAWER. ONLY AUTHORIZED PERSONNEL MAY SIGN WIC DRAFTS.

4. MONTHLY BLANK SIGHT DRAFT INVENTORY REPORT

STATE OF MONTANA DEPARTMENT OF HEALTH - WIC PROGRAM MONTHLY BLANK SIGHT DRAFT INVENTORY REPORT	MONTH <input type="text"/> LOCAL WIC CLINIC NO. <input type="text"/>
<p>A. Sight Drafts on hand at beginning of month. No. _____ Thru _____⁺¹ Quantity _____</p> <p>B. Sight Drafts received during month. No. _____ Thru _____⁺¹ Quantity _____</p> <p>C. Sight Drafts available during month. (A + B) _____ Quantity _____</p> <p>D. Sight Drafts issued or voided during the month. No. _____ Thru _____⁺¹ Quantity _____</p> <p style="text-align: center;">For A, B, & D, Subtract numbers, add 1 and record in quantity space.</p> <p>E. Balance of Sight Drafts on hand at end of month. (C - D) No. _____ Thru _____⁺¹ Quantity _____</p> <p style="text-align: center;">As a cross check, subtract D from C and you should get E.</p> <p style="font-size: small;">I certify that I have physically inspected the blank sight drafts on hand as of the last working day of the month of _____ and that the sight draft numbers indicated above and the total number of sight drafts on hand are correct.</p> <p style="text-align: center;"> _____ Signature _____ Time </p>	

a. Instructions

1. The Monthly Blank Sight Draft Inventory Report is completed for each month by the 10th working day of the following month. The original is mailed to the State Office, and a copy is retained in your files. If you have more than one batch of drafts, report each batch on a separate form.
2. Fill in month and clinic number in upper right hand corner.
3. For Parts A, B, and D subtract first number from second number, add 1 and record answer after "Quantity."
4. As a cross-check for E, subtract D from C. The answer should match the number following "Quantity" in E.

Don't forget to add "1" where indicated on the form.

5. Inventory Control

- a. One staff person in each clinic must be designated as "inventory control person" whose responsibility it is to:
 1. Complete the Monthly Sight Draft Inventory Report
 2. Assure the safe keeping of the blank drafts
 3. Issue drafts and log sheets to other WIC staff, where appropriate (see below)
 4. Make sure log sheets are accurately completed and mailed to the State Agency on a daily basis.
 5. Make sure all drafts are accounted for by issuing drafts for use in sequence.
- b. All unissued drafts must be kept in a locked vault, filing cabinet or drawer at all times. When in use by authorized staff, small amounts (no more than the anticipated day's usage) may be maintained at the aide's desk.
- c. The procedure for the issuing of drafts for use is:
 1. In clinics with more than one person issuing drafts during the day, the inventory control person will issue drafts to authorized staff in a batch of 30 drafts. To each batch of 30 drafts issued, the inventory person will also clip a log sheet with the number of the first draft in the batch appropriately filled in. Ordinarily only one batch of 30 drafts will be issued to staff at a time. In a large clinic where aides might issue more than 30 drafts in a day, two batches may be issued at a time. When the inventory control person issues a batch of drafts to a staff person, the inventory control person will fill in a written draft log that will include the date, time the drafts are issued, to whom, and draft numbers assigned.
 2. The aide will take the batch of drafts and log sheet and place the drafts in a drawer or some other place in their work area. After a set of drafts have been issued to a family, and before the next appointment, the aide will fill in the log sheet with the necessary information. Drafts will be listed on the accompanying log sheet as they are issued. If there are not enough drafts and spaces left on the log sheet to take care of the number of drafts that will be issued to the next family, the aide should return to the inventory control person and obtain another batch before the client is served. When a log sheet has been completely filled in and all 30 drafts accounted for, the aide will return the log sheet to the inventory control person, and if necessary pick up another batch of 30 drafts at that time.
 3. The inventory control person will note the time the log sheet was returned on the draft log. The inventory control person will

make sure that the log sheet has been completely filled in (see instructions on page VI-11) and all 30 drafts are accounted for before issuing another batch of drafts.

4. If at the end of the day not all of a batch of drafts has been issued, the aide will clip the unused drafts to the log sheet and return them to the inventory control person. The inventory control person will note the numbers of the drafts returned and the time returned, on the draft log and properly store them. If it is not the end of the week, or the end of the month, the unused drafts and log sheets from the day should be reissued and used first the following day. An aide may thus be issued a partial batch and a full batch of 30 drafts in the morning. When the log sheet from the day before is completed, it is taken to the inventory control person.
5. On the last working day of the month, or at the end of the week, all log sheets only partially filled in will be sent to the State office along with the rest of the day's log sheets. The partial batch of drafts that is left will be reissued the next working day with a new log sheet containing the beginning number. The inventory control person will have a line drawn through the unneeded lines on the log sheet so that the number of lines available matches the number of drafts in the partial batch. When the batch is used and the log sheet filled in, the aide will take the log sheet back to the inventory control person as noted above.
6. At the end of each working day, the day's log sheets will be verified and sent by the inventory control person to the State Office. The verification will include making sure all drafts issued for the day are accounted for and all information on the log sheets has been completed, before placing log sheets together in an envelope and mailing.
7. Because drafts will only be in sequence within a log sheet, the inventory control person will have to be careful to assure that drafts are issued in order and all are accounted for. Drafts should be issued for use as close to in-sequence as possible. At the end of the month the inventory control person in larger clinics should try to issue only enough drafts to last to the end of the day so that there are if possible no partial batches left at the end of the month. If there are, the Monthly Sight Draft Inventory Report will be more complicated to fill in.

6. WIC VOUCHER

**STATE OF MONTANA
WIC PROGRAM**

GOOD FROM _____ TO _____

93 29
920

141-07651

PAY TO THE ORDER OF _____

PAY EXACTLY \$ _____

\$50.00 MAXIMUM

VENDOR MUST DEPOSIT WITHIN 60 DAYS FROM DATE OF ISSUE

VOID
WIC CUSTOMER SIGNATURE

VOID
WIC CUSTOMER COUNTERSIGNATURE

NOT TO EXCEED 10% ABOVE TOTAL ESTIMATED PURCHASE PRICE

X

WOMAN	INFANT	CHILD	QUANTITY	COST
FORMULA, Iron Fortified			CANS	\$
1-LB POWDERED			CANS	
1-L OZ COND			QUARTS	
MILK, fluid			3-GALLONS	
			GALLONS	
MILK, dry powdered			QUARTS	
CHEESE			POUNDS	
EGGS, Large 'AA'			DOZENS	
INFANT CEREAL			DOZENS	
CEREAL			DOZENS	
			BOXES	
			BOXES	
JUICE, 48 FL OZ			CANS	
12 FL OZ FROZEN COND			CANS	
DRIED BEANS DR PEAS			POUND	
PEANUT BUTTER			POUND	
			ESTIMATED PURCHASE PRICE	\$

8 609825 REGAL FDRIAS INC ELMSTDFORD NY 025 128

INSTRUCTIONS FOR COMPLETING THE WIC DRAFT/VOUCHER

Purpose: To ensure that WIC drafts are uniformly and correctly filled in by the local agency and vendors.

Local Agency Responsibilities:

Local agency personnel who are authorized to sign WIC drafts complete the necessary portions of the draft in ink as follows:

1. On the first set of drafts issued to a family for the month, indicate the numbers of women, infants and children for whom the drafts are issued.

EXAMPLE: 1 Woman Infant 2 child

2. Complete the food and quantity list on each draft for the family under the guidance of the nutrition personnel of the local agency and in accordance with nutrition and food package policies of U.S.D.A. and the State Office. Where applicable, participant will state preference for brand of cereal, juice, etc., and this will be entered on the draft. Food will be listed on drafts in accordance with instructions in the Food Package Section. Cross out the cost line for any foods not authorized for the participant(s).
3. Complete the estimated cost for each food authorized on the draft. Estimated cost is to be obtained from Grocer's Price Lists, updated quarterly or monthly if necessary. Total each estimated cost and enter it as the "Estimated Purchase Price."

4. Enter today's date as the date of issue ("Good From") and the date 30 days from today's date ("To"). Example: GOOD FROM July 6, 198_ TO August 6, 198_.
5. Enter the vendor's name in the "Pay To the Order Of" box. The participant should be given the opportunity to designate the vendor.
6. The authorized WIC staff person signs the draft where indicated, and obtains the participant's signature as indicated on the draft. The participant should sign the draft in the presence of the WIC Aide, unless the draft has been mailed. See procedures for mailing of drafts, page X-69 (below).
7. The participant is given the original draft(s) after completion and signing. The WIC staff fill in log sheets, file the yellow copy in the participant's file, and send the log sheet daily to the state office.

Vendor's Responsibilities:

1. Vendor's staff totals the WIC foods listed on the drafts, checking substitutions, etc. (see Section on Vendors). The actual purchase price of the foods is then written in by the clerk in the "Pay Exactly" box. If the actual purchase price exceeds the maximum value printed on the draft or is more than 10% above the Estimated Price, the vendor cannot accept the draft and must advise the WIC participant of the vendor's options outlined in the procedures for Computerized Exception List (10% over Estimate List) on page 2(k) of Vendor Agreement.
2. If the draft is correctly completed at the local agency the vendor has the participant counter-sign the draft on the line for "WIC Customer Countersignature." If the participant or parent/guardian is unable to come to the store, he/she must counter-sign the draft and send a signed note with his/her designee granting permission for that party to cash the draft.
3. The vendor has 60 days from the date of issue of the draft to deposit the draft. (Refer to date listed on draft "Good From ____".)

MAILING WIC DRAFTS

Purpose: To provide guidelines for the mailing of WIC drafts to participants when circumstances do not allow them to pick them up at the local agency.

When: WIC drafts may be mailed to individual participants for the following reasons: Inclement weather, illness, imminent childbirth, inability to get to the project during its hours of operation, extreme distances to travel, other reasons as determined valid by the WIC Project Director or the WIC designee, and approved by the State Office (see No. 5 below).

How: Drafts may be mailed to participants only under the following conditions:

1. Only enough drafts should be mailed to cover the period until the participant can again come into the project.
2. Drafts are mailed certified or registered mail if possible.
3. Mailing is discontinued when hardship is resolved. Mailing of drafts should never occur for more than three months in a row, as the participant must return to the clinic after that time to receive health and nutrition education services.
4. Reasons for mailing the drafts must be documented in the participant's file for each relevant month. Also, the appropriate draft numbers must be identified on the daily log sheet by an asterisk (*) and a notation of why these drafts were mailed.
5. Approval must be sought from the State Office for reasons other than those listed above.
6. Should a local agency desire to mail drafts on an agency-wide basis, prior approval must be sought from the State Office. For example, a small county open only 4 days a month would need to mail drafts if there were blizzards during those 4 days and they could not reschedule participants within that month.

7. SIGHT DRAFTS ISSUED LOG

STATE OF MONTANA
DEPARTMENT OF HEALTH & ENVIRONMENTAL SCIENCES
HELENA MONTANA 59620

1 / /

MONTH | DAY | YEAR

SIGHT DRAFTS ISSUED LOG
Supplemental Food Program for Women, Infants and Children (WIC)

CLINIC NAME 2

Clinic Number 3 Number of drafts on this page 4

DRAFT NUMBER	VENDOR CODE	DRAFT AMOUNT Dollars Cents	VOID	FAMILY NUMBER	MEMBER	ISSUED TO NAME
5	6	7	8	9	10	11
TOTAL AMOUNT		12				

COMMENTS: 13

14 _____ DATE: 15 / 16 / 17
Signature of Local WIC Official Page 16 of 17

- a. General
1. All drafts issued must be recorded on log sheets as they are issued.
 2. Write or print so it is easy for another person to read.

3. Each log sheet must be totaled separately. Do not carry sub-totals from one sheet to the next.
 4. Do not staple log sheets together. Do not staple anything except adding machine tapes to log sheets. Log sheets may be folded together for mailing.
 5. All log sheets must be filled out in duplicate.
 6. Submit the log sheet(s) daily to the State WIC Office, sending the original to Helena and filing the duplicate in your office.
 7. Log sheets must be completed at the time the drafts are written (issued to a client).
- b. Instructions (the numbered items below refer to the numbers indicated on the log sheet pictured above)

1. Enter the month, day and year for which the log sheet is being prepared.

Example: 0/7 2/1 8/9
 Month Day Year

2. Clinic Name: Enter name of agency (Yellowstone County, Flathead Reservation, etc.).
3. Clinic Number: Enter the three-digit number issued to your clinic (601, 321, etc.).
4. Number of Drafts: Record the total number of drafts on the page (30, 22, etc.).
5. Draft Number: Enter all draft numbers here, including those that are voided.

Draft numbers shall be entered in consecutive order, always in sequence, starting with the smallest number.

The first entry on the log sheet must be the complete draft number. Thereafter, only the last 2 digits of each draft number is necessary, unless there is a change in any of the first 3 digits. Then the entire draft number must be entered.

Always use the complete 5-digit draft number for the last entry on the page.

Use a bracket and arrow in the empty spaces to indicate to the key punchers that the first 3 characters of the last complete number are to be repeated until there is a change.

EXAMPLE:

STATE OF MONTANA DEPARTMENT OF HEALTH & ENVIRONMENTAL SCIENCES HELENA, MONTANA 59620		MONTH DAY YEAR			SIGHT DRAFTS ISSUED LOG Supplemental Food Program for Women, Infants and Children (WIC)		
CLINIC NAME: _____							
Clinic Number: _____		Number of drafts on this page _____					
DRAFT NUMBER	IVENDDR CODE	DRAFT AMOUNT Dollars Cents		VOID	FAMILY NUMBER	MEMBER	ISSUED TO NAME
4.3295							
96							
97							
98							
99							
4.3300							
01							
02							
03							
04							
4.3305							

6. Vendor Code: Make entries in this column in the months of January, April, July and October.
 - i. Always begin the data entry with the first full clinic day of operation in the time period designated.
 - ii. Enter the assigned vendor code for each draft. Don't use arrows, ditto marks or other short cuts.
 - iii. End the data entry with the last full clinic day of operation in the time period designated.
7. Enter the estimated purchase price of the draft.
8. Void: Indicate a voided draft with a large red "V".
9. Family Number: Enter the assigned Family Number for each draft. Zeros need not be entered in spaces before family numbers.

10. Member: Enter the assigned member number for each draft. Do not enter zeros before member numbers. Enter only one member number per space.
- i. If there are more drafts than family members, repeat any member's number. Member number spaces must be filled in for all drafts issued. Do not list a number for a family member who did not receive a food package, for example, a breastfed infant.
 - ii. Issue enough drafts so that each member of a family receiving a food package can be listed in a member space. For example, if there are four family members receiving a food package, issue at least four drafts for the family.
11. Name: Enter client's name.
- Consecutive numbers issued to the same person may be indicated by a ditto mark in the "issued to: NAME" column.
- If a draft has been voided, write in the word "VOID" in red. If a client's name has already been entered, write the word "VOID" over it in red.
12. Total Amount: Total the dollar amounts of the recorded drafts. Submit two adding machine tapes for each log sheet (one for the total of amounts from yellow draft copies and one for the total of amounts on the log sheet). Staple both tapes to the top right hand corner of the log sheet.
13. Comments: Use this space for comments about drafts on this log sheet, especially for explaining voided drafts.
14. Signature: The signature of the person completing the log sheet must be entered here. This should be the aide who issued the drafts listed.
15. Date: The date the log sheet was completed must be entered here.
- 16,17. Enter the total number of log sheets submitted each day.
- Example: Page 1 of 21.

8. STOP PAYMENT REQUEST

STOP PAYMENT REQUEST			
Section A & B to be completed by local agency.			
PROJECT ND		SECTION A	
PROJECT NAME	PHONE NO.	COMPLETED BY	
REQUEST PAYMENT BE STOPPED ON THE WIC DRAFT DESCRIBED BELOW			
DRAFT NUMBER	DATE OF DRAFT	AMOUNT	
PAYEE			
DATE REQUEST RECEIVED	REASON FOR STOP PAYMENT		
SECTION B			
DRAFT REISSUED:	DATE REISSUED:		
YES: _____	_____		
NO: _____	DRAFT NO: _____	AMOUNT: _____	
SECTION C			
To be completed by State Agency			
STOP PAYMENT LOG NO: _____	DATE LOGGED: _____		
ORIGINAL PAID: YES _____ NO _____	DATE PAID: _____	AMOUNT _____	
REISSUED PAID: YES _____ NO _____	DATE PAID: _____	AMOUNT _____	
COMPLETED BY _____	DATE _____		
<i>(State Agency Personnel)</i>			

12/821

When Used

- a. When client or vendor reports an issued draft stolen or destroyed by fire. NO OTHER REASONS ARE ALLOWED.

Instructions

The Stop Payment Request Form is filled out in duplicate, sending the original to the State Agency on the same day. Information is recorded in the client's folder, and a copy is filed in the local agency "Stop Payment" file.

Follow-Up

The local agency will be notified by the State Office if the stop-payment draft has been cashed. If the client has cashed the draft, he/she will be notified, as described in Section VII, page 4, and information documented in the family folder. Sanctions will be applied as described in Section VII, page 4 of this Manual.

Re-Issuance of Stop-Payment Drafts

Drafts shall not be reissued routinely. If a draft is destroyed by fire or stolen, a once-only re-issue is appropriate.

Drafts should only be re-issued if the participant is not due to be issued drafts for the next month, e.g., if the participant reports four weeks of drafts lost and has only two weeks until the next appointment, only two weeks worth of food drafts should be re-issued.

- D. Maintain records of draft exception activities for use in vendor relations and communications. (Your yellow draft copies must be kept until all exceptions/collections are resolved.)

II. State Agency Responsibilities:

- A. Send a list of draft exceptions to the local agencies on a weekly basis.
- B. Drafts determined to be collected will be pulled by the State Agency and copies made. (These are store-generated errors of 10% or more above the estimated cost of the foods.)
- C. If the total is sufficient to collect (\$10 total, or more than \$3 on one draft), the State Agency will forward the information along with a copy of the draft to the Fiscal Services Bureau, DHES, for collection.
- D. One copy of the draft will also be retained by the State Agency and can be sent to the local agency upon request.

10. DELETION PROCEDURES

The State Agency will send a computerized deletion list of all drafts outstanding 60 days or more. Local agency will enter name of client to the right of draft number on deletion list, and note in client's file progress notes.

If client is not cashing all the drafts because of surplus of certain foods, a reduction of the food package should be considered for that client.

11. REVIEW OF FOOD INSTRUMENTS

The State Agency has implemented the following procedures to detect errors in cashing WIC vouchers:

1. The office clerk at the State Agency manually reviews a one day sampling of vouchers each week for altered prices, dates, missing signatures and altered vendor names. A quick follow-up is initiated with local agencies to resolve any problems.
2. The Core Accounting System automatically notifies our accounting technician when vouchers are cashed outside the valid redemption dates. All vouchers cashed outside the date parameters are listed as unmatched claims on weekly printouts. Appropriate action is implemented with local agencies to resolve discrepancies.
3. If a voucher is lacking purchase price information or vendor identification, the banking system will not accept the voucher. Banks will return incomplete vouchers to vendors who neglect to fill in the proper endorsement and purchase price. Montana's voucher issuance system is considered vendor specific. Local agencies are required to list a qualified vendor on each voucher prior to issuance.

4. The vendor reporting system detects errors and abuse in the voucher redemption cycle by selective clinics or separate vendors within a clinic. The vendor module provides the following information:
 - a. Vouchers where paid amount exceeds estimated amount by 10% or more.
 - b. Vouchers redeemed for an exact dollar amount (i.e., no cents).
 - c. Vouchers where paid amount exactly equals issued amount.
 - d. Vouchers redeemed for more than the maximum.
 - e. Total vouchers issued per vendor and their cumulative issued and paid values.

12. Records Management

Unless otherwise noted, records must be managed as follows:

	<u>Record Name</u>	<u>Copy Kept On File at Local Agency</u>	<u>For How Long?</u>	<u>Confidential</u>	<u>Safekeeping Required?</u>	<u>Deadline for Submission to State Agency</u>
1.	Log Sheets	Yes	3 yrs.	Yes	No	Daily
2.	Stop Payments	Yes	3 yrs.	Yes	Yes	As soon as reported
3.	Voided Drafts	Yes	3 yrs.	Yes	Yes	As soon as reported
4.	Draft Report	Yes	3 yrs.	No	No	5th working day of following month
5.	Draft Exceptions	Yes	3 yrs.	Yes	Yes	Monthly & Quarterly
6.	Voucher Carbons	Yes	At least 6 mo.	Yes	Yes	N/A
7.	Vouchers	Yes	Until used	No	Yes	N/A
8.	Participation Report	Yes	3 yrs.	No	No	N/A
9.	Expenditure Report	Yes	Local Policy	No	No	15th working day of following month
10.	Vendor Letters	Yes	3 yrs.	No	No	Quarterly
11.	Vendor Agreements	Yes	3 yrs.	No	No	When renewed
12.	Vendor Monitoring Checklist	Yes	3 yrs.	No	No	When renewed
13.	Racial/Ethnic	Yes	3 yrs.	No	No	N/A
14.	Inventory Worksheet	Yes	3 yrs.	No	No	December 31
15.	Contracts w/DHES	Yes	3 yrs.	No	No	July 31
16.	Budget Requests	Yes	3 yrs.	No	No	April 30
17.	Carry-Over Expense	Yes	Local Policy	No	No	w/Oct, Nov, & Dec Expenditure Report
18.	Agency Correspondence	Yes	3 yrs.	No	No	N/A
19.	Signature Cards	Yes	Until staff termination	No	Yes	Upon staff change
20.	Family Folders	Yes	3 yrs.	Yes	Yes	N/A
21.	Nutr. Ed. Plan	Yes	3 yrs.	No	No	
22.	Agency Evaluation	Yes	1 yr.	No	No	N/A
23.	Self-Monitoring	Yes	1 yr.	No	No	Upon receipt
24.	S.A. Monitoring	Yes	1 yr.	No	No	30 days after report

FAIR HEARING PROCEDURES

I. FAIR HEARING PROCEDURES

II. ABUSE/FRAUD

I. FAIR HEARING PROCEDURES

TIME SEQUENCE FOR FAIR HEARING

<u>ACTION</u>	<u>PARTICIPANT</u>	<u>STATE LOCAL AGENCY PROCEDURE</u>
Participant notified ineligible for WIC benefits.	Participant has 60 days to request fair hearing.*	Local Agency must provide participant with fair hearing card & follow procedures outlined in Policy & Procedure Manual.
Participant requests fair hearing to State Agency within 60 days.	Participant will receive 10 days written notice of time and place of fair hearing within 3 weeks of request.	Local Agency obtains legal counsel to represent program at hearing within 3 working days of receipt of hearing request.
Fair hearing is held in county where participant resides.	Within 45 days of original request participant will receive decision by hearings official	State Agency send (to participant within 45 days) decision by hearings official
Participant appeals decision.	Request must be made to District Court within 30 days of receipt of written notification of decision.	State Agency notifies Legal Division of appeals request.

*The participant who is terminated during a certification period and requests a fair hearing within 15 days of termination will continue receiving benefits until a hearing decision is made.

Fair Hearing procedures are for the purpose of providing any individual denied participation in, suspended or terminated from the WIC Program an opportunity to challenge those actions. The above chart outlines steps and time limits to be followed, and are also stated on the Fair Hearing Card, given to each applicant declared ineligible (see page V-5).

- A. All requested fair hearings shall be conducted by the State Office, in accordance with Section 246.23 of the WIC Regulations, FNS Guidelines, and Title 2, Chapter 4 of the Montana Codes Annotated. The hearing officer's decision shall be binding on the State Office and local agency.
 - 1. If the decision is in favor of the appellant, Program benefits shall begin for an applicant and continue for a client within the 45- day limit.
 - 2. If the decision is in favor of the agency, any continued benefits shall be terminated, as decided by the hearing officer.
- B. All records of the hearing shall be retained in accordance with Section 246.16, WIC Regulations, and shall be available to the appellant or his representative.

II. CLIENT ABUSE/FRAUD

A. Definition of Abuse (one or more of the following)

1. Deliberate misrepresentation of income, residential or nutritional eligibility data to obtain benefits.
2. Sale or exchange of food or food vouchers.
3. Receipt of cash or credit from vendors for purchase of unauthorized food or other items of value.
4. Alteration of food vouchers, redemption of food vouchers reported lost or stolen, cashing vouchers after the 30-day limit has expired.
5. Dual participation.
6. Physical abuse, or threat of physical abuse, of clinic or vendor staff.

B. Local Agency Responsibilities

1. The agency is to be alert for possible client abuse. When abuse is detected or suspected, the agency must document as completely as possible, including a narrative account of how abuse was detected and copies of any relevant vouchers or other documents. This information is entered on the WIC Participant Fraud Form, and discussed with the client. The client is given an opportunity to make a statement, but in no case should be forced to. If client will not, or cannot sign a statement, note this on the form.

WIC PARTICIPANT FRAUD FORM

Local Agency Name _____ Clinic Site _____

WIC Clinic Contact Person _____

Participant's Name _____ Address _____

Date Reported _____

Voucher #/s	Date of Issue	Estimated Cost of Voucher	Actual Cost of Voucher

Retail Store _____ Address _____ Phone _____

TYPE OF FRAUD

<input type="checkbox"/> Received change from WIC purchase.	<input type="checkbox"/> Received unauthorized foods from WIC purchase.
<input type="checkbox"/> Received more WIC food than authorized.	<input type="checkbox"/> Returned WIC foods for cash.
<input type="checkbox"/> Redeemed stolen checks.	<input type="checkbox"/> Deliberate alteration of food instrument
<input type="checkbox"/> Redeemed checks reported lost or stolen.	<input type="checkbox"/> Knowingly falsified eligibility information.
<input type="checkbox"/> Dual participation	
<input type="checkbox"/> Other _____	

Attach xerox copies of checks and other documents supporting case.

CLINIC STATEMENT: _____

Signature of Authorized Clinic Personnel _____

Participant Voluntary Statement: _____

Signature of Participant _____

Decision: _____

- _____ Keep participant on probation.
- _____ Drop participant.
- _____ Keep participant on program until SDHES resolves.
- _____ Keep participant on program, evidence does not support fraud allegation.

SEND COPIES TO: STATE WIC PROGRAM COORDINATOR
MONTANA STATE WIC PROGRAM
MATERNAL AND CHILD HEALTH BUREAU
STATE DEPARTMENT OF HEALTH
CAGSWELL BUILDING
HELENA, MONTANA 59601

2. If evidence shows fraudulent activity on the client's part, agency staff will warn the participant in writing of the consequences of continuing fraudulent activity; suspend client for up to 3 months; or remove the client from the Program, depending on the circumstances. Client shall then be given an opportunity for a Fair Hearing.
3. Dual Participation: All clients receiving drafts are compared for birthdate, sex, last name, and first four initials of the first name. When a potential case of dual participation is identified, information about the situation, including drafts issued, clinics where drafts were issued, dollar amount, county of client residence, etc., is included in the report.

State Agency staff screen out obvious inconsistencies like clinic errors and twins. Then an initial telephone contact is made with the local agencies involved to further screen out naturally occurring similarities.

Once potential dual participants are clearly identified, the local agency is notified and steps outlined in paragraph C below are implemented.

C. Participant Sanctions

- (1) Immediate disqualification from the Program for three months for knowingly and deliberately misrepresenting circumstances to obtain benefits (income, nutritional, residential eligibility); sale or exchange of food or food instruments; dual participation.
- (2) One warning letter (failure to comply immediately, or to repeat the abuse later results in disqualification for three months), for alteration of food vouchers, redemption of food vouchers reported lost or stolen, cashing vouchers after the 30-day limit has expired; receipt of cash or credit from vendors for purchase of unauthorized food or other items of value; physical abuse, or threat of physical abuse, of clinic or vendor staff.
- (3) A total of two disqualifications at any time during one certification participant requires termination from the Program.
- (4) Before disqualification and/or termination from the Program for alleged abuse, that participant shall be given full opportunity to appeal as set forth in 7 CFR 246.23 and Part IV, Section Three of the Plan.
- (5) The State Agency shall refer participants who abuse the Program to federal, state or local authorities for prosecution under applicable statutes where appropriate.

FRAUD HEARING MEMO

TO: (WIC Complainant) DATE:

FROM: State WIC Office

SUBJECT: Hearing Requested for (state reason) _____

As you have requested, a hearing has been scheduled for you on the question of WIC benefits. This hearing is scheduled for (time) at (place) _____.

The hearing official who will conduct the hearing will be (name) _____, (title) _____. The hearing will take place as follows:

1. The local WIC office will present its reasons for denying you benefits.
2. You and/or your representative (lawyer, friend, etc.) will present the reasons why you believe you are eligible for WIC benefits.

Both you and the local WIC project may call witnesses and present documents and other papers to be made a part of the hearing record. Witnesses called may be questioned, examined, or cross-examined by both parties (you and the local WIC project). The hearing official will make sure that both parties have the opportunity to present evidence and arguments, and to respond to all evidence and arguments presented.

All exhibits (documents, papers, etc. presented as evidence) will be marked to indicate who is offering them. All exhibits will be kept by the State Department of Health and Environmental Sciences as part of the hearing record.

The hearing official may ask that you have another medical assessment or evaluation done by someone agreeable to both you and the local WIC agency. Should this happen, WIC will pay for it. WIC will also pay for all other costs of hearing except for the cost of your attorney should you decide to have one.

The hearing will be tape-recorded and a written record made. The record will be kept by the State Department of Health and Environmental Sciences.

Should you so desire, you and/or your representative may look over any records, or other evidence held by the local agency before and during the hearing.

If you have any questions about how the hearing will be run, you may contact the State WIC Office at 444-4740, or the hearing official at _____.

WORKING WITH VENDORS

1. Informing Vendors of WIC Program Availability
2. Vendor Training/Orientation
3. Vendor Contract (Responsibilities Agreement)
4. Monitoring Vendor Compliance
5. Vendor Abuse
6. Food Vendor Qualifications
7. Authorization of Food Vendors
8. High-Risk Vendor Monitoring Summary

1. INFORMING VENDORS OF WIC PROGRAM AVAILABILITY

SAMPLE LETTER FOR VENDORS

(DATE)

(Grocer Address)

Dear Manager (Grocer or Dairy Name):

The Supplemental Food Program for Women, Infants and Children (WIC) will be holding a short, informative meeting for all vendors, both grocers and dairies, in our area. At that time information about the WIC Program and vendor responsibilities will be presented, and any questions you might have answered. Vendor contracts for the coming year will be signed at this meeting.

If you wish to participate in the WIC Program for the coming year, please attend this meeting. The date, time and location of the meeting is:

Attached is a brochure about the WIC Program. Should you have any questions about it, or about the meeting, please call.

Sincerely,

Each local WIC agency shall offer participation in the Program annually to all groceries and dairies in their area, prior to renewal of contracts. Check local telephone books and listings of retailers provided by the State Office, and contact them by placing a public notice in area newspapers, or by sending each retailer a form letter, such as the one above.

Keep a file in the local agency office documenting which vendors have been contacted and how, and their response.

2. VENDOR TRAINING/ORIENTATION

Local agencies shall provide an orientation/training session annually for all vendors participating in the WIC Program. Training materials, including slides, cassettes, pamphlets, brochures and handouts are available from the State Office, and should be reviewed before developing such materials at the local level to avoid duplication.

The meeting should cover the following topics:

- a. Brief overview of the WIC Program, including:
 - (1) Eligibility requirements for clients.
 - (2) Summary of USDA appropriations, and the counties and reservations participating in the Program in Montana at the present time.
 - (3) Explanation of the 3 components of WIC: Food, health care and nutrition education.
- b. Explanation of the WIC food package -- the difference between WIC and Food Stamp Program.
- c. Vendor Responsibilities, as delineated in the WIC VENDOR AGREEMENT.
- d. Sanctions against vendors for vendor abuse, fair hearing procedures.
- e. New policies or procedures.
- f. Procedures for addition and/or removal of acceptable WIC foods on approved food lists. All such additions or deletions must have State approval.
- g. Evaluation of presentation.
- h. Handouts of brochures, pamphlets, authorized food and grocer price list, Policies and Procedures Manual, Food Choices, etc.
- i. State monitoring procedures.

CONTRACTS MAY BE SIGNED AT THIS MEETING.

3. VENDOR CONTRACT/AGREEMENT

A standardized WIC Vendor Agreement will be provided by the State Agency for distribution to local agencies. Local agency staff must go over this agreement, item by item, with each vendor participating in the Program to ensure their understanding of the requirements and possible penalties for not meeting those requirements.

Vendors will be given approved food lists along with their signed agreements.

All completed contracts will be sent to the State Office.

Instructions for Completing WIC Vendor Agreement

A. Renewal of Vendor Agreements

Renew all vendor agreements using our revised format whenever current agreements expire. New federal regulations mandate the inclusion of additional vendor requirements not covered in previous contracts. This new agreement should clarify vendor responsibilities and encourage program compliance.

B. Vendor Data Form

In order to get the best results within the vendor reporting system, it is important that clinics input accurate information. The following instructions will assist you in correctly completing the vendor form for two situations described below:

Situation I:

If a data form was previously submitted for a vendor, please fill in the following information to update page 4 of subsequent vendor agreements.

Clinic Number: Enter the first 3 digits listed on your vouchers.

Vendor Name: Enter the two digit number assigned by the State Agency.

Date of Agreement: List the new date the agreement was signed: Month, Day, Year.

Termination Date of Agreement: List the new expiration date -- usually the same month and day the following year.

Update Code: Enter "C" for changing or updating information for your vendor agreement.

Vendor Monitoring Date: Enter the date of your last review only if it has changed from your previous submission.

Do not fill in other information blocks unless data, specific to that block, has changed from your previous submission. This action will prevent duplication of currently correct data by key punch entry.

Please double check your information for accuracy and send the original (white) copy of page 4 to the State Agency within 15 days after completion. Retain the yellow copy in your vendor file. Give your vendor a copy of the agreement along with the pink copy of page 4.

Use a pen to print capital letters and numbers. Leave a blank space between words. Record a zero in the preceding space when

indicating single digit figures for dates. A sample form is completed for your review.

We encourage you to complete your vendor monitoring requirements at the same time you renew the vendor agreement.

Situation II:

If you are completing an initial submission of a vendor data form (first time only), please fill in the following information:

WIC Clinic Name: Record your program's title. Leave a blank space between words.

Name of Firm: Enter the full name of the business - use the vendor's mailing title.

Street Address: Enter mailing address.

Town: List only the town's name, not the state.

Zip: Record Zip Code for mailing.

Phone: Enter the vendor's phone number - put a hyphen in the 4th space.

Grocery Store Manager or Dairy Representative: Record the manager's name. This should be the same person who signed the agreement.

Date of Agreement: List the date the agreement was signed; Month, Day, Year.

Termination Date of Agreement: List the date the agreement will expire - usually the same month and day the following year.

Clinic Number: Enter the first 3 digits listed on your vouchers.

Vendor Number: Leave blank for the first submission. The State Agency will assign vendor numbers.

Update Code: Leave blank for the first submission. Enter code letters for subsequent updated information.

Type Code: Enter the corresponding code which best describes your vendor.

Vendor Monitoring Date: Update vendor monitoring date if it has changed from your previous submission.

Do not fill in the Vendor Number or Update Code during the first submission of a vendor form. This information will be assigned by the State Agency.

The State Agency will send you a revised list of vendor numbers within 30 days after receipt of vendor forms. Specific dates will be provided for including vendor numbers in your log sheet data. You may request mailing labels for each vendor if desired.

SITUATION I

WIC Clinic Name

[Empty grid for WIC Clinic Name]

Name of Firm

[Empty grid for Name of Firm]

Street Address

[Empty grid for Street Address]

Town

[Empty grid for Town]

Zip

[Empty grid for Zip]

Phone

[Empty grid for Phone]

Grocery Store Manager or Dairy Representative

[Empty grid for Grocery Store Manager or Dairy Representative]

Clinic Number

251

Vendor Number

05

Update Code

C

Blank = add
C = change
D = delete

Type Code

[Empty box for Type Code]

D = Dairy M = Mom & Pop
C = Convenience O = Other
S = Supermarket W = Wholesale

This agreement shall take effect on

061083

and shall terminate on

061084

Vendor Monitoring Date

061083
Month Day Year

(For State WIC office use only)

Status Code []
Termination []
Date [] [] [] [] []
Month Day Year

SITUATION II

WIC Clinic Name

DO RITE WIC PROGRAM

Name of Firm

BUTTREY FOOD STORE

Street Address

1000 BOULDER AVE

Town

HELENA

Zip

59601

Phone

442-3330

Grocery Store Manager or Dairy Representative

JOHN GROCER

Clinic Number

251

Vendor Number

[Empty box for Vendor Number]

Update Code

[Empty box for Update Code]

Blank = add
C = change
D = delete

Type Code

S

D = Dairy M = Mom & Pop
C = Convenience O = Other
S = Supermarket W = Wholesale

This agreement shall take effect on

061883

and shall terminate on

061884

Vendor Monitoring Date

061883
Month Day Year

(For State WIC office use only)

Status Code []
Termination []
Date [] [] [] [] []
Month Day Year

White - State
Yellow - Local Agency

MONTANA WIC PROGRAM VENDOR AGREEMENT

VENDOR NAME: _____

The LOCAL AGENCY has entered into an AGREEMENT with the Montana Department of Health and Environmental Sciences (referred to as DEPARTMENT) to participate in the Special Supplemental Food Program for Women, Infants and Children (referred to as WIC), conducted by the United States Department of Agriculture under regulations published in 7 CFR Part 246 (referred to as REGULATIONS).

The DEPARTMENT, acting through the LOCAL AGENCY, hereby enters into an AGREEMENT with the above named retail food outlet (referred to as VENDOR) for the purpose of providing supplemental foods to eligible persons participating in the WIC Program. This AGREEMENT shall become final upon signature by the VENDOR and the LOCAL AGENCY which is acting on behalf of the DEPARTMENT.

I. Duration

A. This AGREEMENT is valid for a period of one year from date of signature.

II. The VENDOR agrees to perform the following responsibilities:

A. Stock sufficient quantities of the following food items:
(Strike out the following food items which do not apply to dairies or pharmacies.)

- 1) Iron-fortified infant formula;
- 2) Pasteurized fluid cow's milk (whole, lowfat and skim);
- 3) Nonfat or lowfat dry milk;
- 4) Canned evaporated cow's milk;
- 5) Four or more kinds of natural cheese;
- 6) Orange and grapefruit and apple juice that contains a minimum of 30 milligrams of Vitamin C per 100 milliliters (the label will say 6 ounce serving supplies 100 percent of USRDA for Vitamin C);
- 7) Four or more kinds of hot or cold cereals that contain at least 45 percent USRDA for iron or 28 milligrams of iron per 100 grams of dry cereal and not more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal (6 grams per ounce);
- 8) Iron-fortified infant dry cereal which contains a minimum of 45 milligrams of iron per 100 grams of dry cereal;
- 9) Large Grade AA eggs and 3 or more kinds of dry beans or peas;
- 10) Formula authorized by the DEPARTMENT.

B. Provide supplemental foods to WIC participants only upon receipt of a properly completed food voucher and to complete the food voucher transaction properly:

- 1) To accept vouchers issued by the LOCAL AGENCY only for authorized food items, unless there is an authorized substitution shown on the "Authorized Food and Price List" card. Rainchecks may be given only if no authorized food substitutions are available.

- 2) To refuse to alter vouchers or to accept all vouchers showing unauthorized alterations.
 - 3) To refuse to accept vouchers more than 30 days after the date of issuance.
 - 4) To refuse to accept a voucher from anyone other than the designated recipient, unless a handwritten note, signed by the WIC recipient or guardian, accompanies the voucher.
 - 5) To require the WIC recipient to countersign the voucher after the products are totaled and to assure that signatures are identical. If (4) above applies, assure that the signatures on the voucher and the note are identical.
 - 6) To enter the amount of the purchase in the "pay exactly" block on the voucher. The VENDOR shall provide supplemental foods at the current price (time of purchase) or at less than the current price charged to other customers. The VENDOR shall not give change or extra groceries to the participant if the actual price is less than the estimated price. Personal payment cannot be requested from WIC recipients for foods listed on the WIC voucher. Vouchers cannot be accepted for credit on past accounts.
 - 7) To submit vouchers for payment to the bank within 60 days of the issuance date. Vouchers redeemed 60 days after the issuance date may be rejected for payment by the DEPARTMENT.
 - 8) To not cash food vouchers over the "maximum value" written on the voucher. The DEPARTMENT will reject vouchers cashed over the "maximum value" and return them through the banking system.
 - 9) To not seek restitution from participants for food instruments not paid by the DEPARTMENT.
- C. The DEPARTMENT may deny payment to VENDORS for incorrect redemption of vouchers or may demand refunds for improper payments already made. The VENDOR shall not allow the actual purchase price to exceed the estimated purchase price as it appears on the voucher by more than 10%. In cases where the overcharge does exceed 10% of the estimated price or improper redemptions are suspected, the VENDOR will refund the difference between the estimated price and the amount charged, unless the VENDOR can prove there is no overcharge or improper redemption. The estimated purchase price (obtained from vendor price lists) will be used when past food prices cannot be substantiated, or if shelf price records are unavailable for the time period when the draft was issued.
- D. To provide access to WIC Program reviewers to food instruments negotiated during the day of review, at the request of the reviewer, plus shelf price records, if available. Annual on-site reviews by LOCAL AGENCY staff of all VENDORS accepting WIC food vouchers will be made for the purpose of observing VENDOR compliance.

- E. To complete and return the WIC Authorized Food and Price List to the local WIC agency once every three (3) months or more often if requested.

III. Program Abuse and Sanctions

- A. Vendor abuse is defined as failure to comply with any part of a current signed WIC Vendor AGREEMENT. These include, but are not limited to, providing cash, unauthorized foods or other items to participants in lieu of authorized supplemental foods; charging the DEPARTMENT for foods not received by the participant; and charging the DEPARTMENT more for supplemental foods than other customers are charged for the same food item.
- B. If abuse has come about through misunderstanding on the part of the VENDOR, then an on-site visit by LOCAL AGENCY staff will be conducted to rectify the problem. However, if deliberate fraud appears to be the motive for abuse, or if the problem persists after the staff visit, the VENDOR will be sent a letter detailing the problem, requesting compliance with the current AGREEMENT, and allowing thirty (30) calendar days for corrective action. If the VENDOR is not in compliance within thirty (30) calendar days as evidenced by a return on-site visit, the DEPARTMENT will immediately institute the following sanctions depending on the severity of the violation.
- C. Upon notification by the LOCAL AGENCY, and after Part B (above) is accomplished, the following sanctions and penalties shall be applied.
 - 1. Upon a final decision to apply sanctions, the execution of the penalties shall take place.
 - a. Penalty I - Warning Letter
Violations:
 - (1) Use of WIC food vouchers by someone other than the person whose name appears on the voucher unless a proxie is designated by signed consent of the participant.
 - (2) VENDOR redeems vouchers for non-authorized food items within WIC food categories.
 - (3) VENDOR is temporarily out of stock of WIC foods.
 - b. Penalty II - Six Months Disqualification
 - (1) Violation of above after warning.
 - (2) VENDOR charges WIC participants more than others.
 - (3) VENDOR charges participants additional cash to use vouchers.
 - (4) Treats participants in a discourteous manner.
 - (5) Sells food items not in WIC food categories.

c. Penalty III - One Year Disqualification

- (1) VENDOR overcharges State for products sold exceeding \$250 in one contract year.
- (2) Sale of non-food items including alcohol or tobacco.
- (3) VENDOR refuses to stock WIC foods but continues to accept vouchers.
- (4) VENDOR exchanges vouchers for cash or credit in an amount less than \$100.00.
- (5) Fraudulent claim that an item was disbursed when in fact no disbursement took place.
- (6) The acceptance of WIC vouchers in payment of credit accounts.

d. Penalty IV - Two Years Disqualification

- (1) VENDOR continues to violate Program while awaiting appeal hearing.

e. Penalty V - Three Years Disqualification

- (1) VENDOR exchanges vouchers for cash or credit in excess of \$100.00.
- (2) VENDOR discounts voucher or has a discounting pricing system.
- (3) VENDOR violates Program guidelines after re-entry into Program following a disqualification.

D. ALL SANCTIONS CAN BE APPEALED THROUGH THE FAIR HEARING PROCESS.

E. The DEPARTMENT reserves the right to take the VENDOR'S history and all circumstances into consideration before applying sanctions or disqualification of a VENDOR.

F. A VENDOR who commits fraud or abuse of the WIC Program is liable to prosecution under applicable Federal, State or local laws. Under §246.23 of the REGULATIONS, those who have willfully misapplied, stolen or fraudulently obtained WIC funds shall be subject to a fine of not more than \$10,000 or imprisonment for not more than five (5) years or both, if the value of the funds is \$100 or more. If the value is less than \$100, then the penalties are a fine of not more than 1,000 or imprisonment for not more than one (1) year or both.

IV. General Conditions

- A. Pursuant to 49-2-303 and 49-3-207 of the Montana Code Annotated, the VENDOR agrees to perform no part of this AGREEMENT in a manner which discriminates against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry. In addition, VENDORS must be in compliance with provisions of regulations 7 CFR, Parts 15, 15a, and 15b.
- B. Neither the VENDOR nor the DEPARTMENT has an obligation to renew the AGREEMENT. Either party may terminate this AGREEMENT for reason of Program abuse and/or failure to perform any of the duties or conditions contained in this AGREEMENT after giving thirty (30) days written notice. If the VENDOR is denied participation or disqualified, the VENDOR will receive, in writing, thirty (30) days notice of suspension from the WIC Program. The VENDOR has the right to appeal that decision if notice is given in writing to the LOCAL AGENCY within fifteen (15) days after suspension. All VENDOR sanctions can be appealed through the fair hearing process. Expiration of this AGREEMENT is not subject to appeal.
- C. A VENDOR who is currently disqualified from another Food and Nutrition Service Program (e.g., Food Stamps) may be disqualified from the WIC Program. Food Stamp disqualifications over 180 days may be disqualified from the WIC Program from the date the DEPARTMENT is notified until the Food Stamp Program reinstates the VENDOR.
- D. The store manager or authorized representative, such as the head cashier, shall attend training workshops and accept training on WIC procedures. The VENDOR shall inform and train cashiers or other staff on Program requirements. The VENDOR shall be accountable for actions of employees in the utilization of food instruments or provision of supplemental foods.
- E. The same courtesy and service shall be shown toward WIC recipients as offered to other customers.
- F. The VENDOR shall notify the LOCAL AGENCY when the VENDOR ceases operation or ownership changes. The AGREEMENT is null and void if the ownership changes.
- G. The VENDOR shall inform the DEPARTMENT of any potential conflict of interest between the local WIC staff and VENDOR personnel.

V. EXECUTION

This AGREEMENT consists of 5 pages and one attachment (Vendor Data Form). The VENDOR will receive a copy of this AGREEMENT which has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this AGREEMENT, they will execute this document by signing and dating the designated spaces provided at the bottom of the attachment (Vendor Data Form).

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC) MONTANA VENDOR DATA FORM

DATE: _____

VENDOR NAME: _____

VENDOR NUMBER: _____

PROGRAM NAME: _____

CLINIC NUMBER: _____

Whenever vendor agreements are signed, each local agency is responsible for updating the vendor information using the form below.

If vendor monitoring is done the same time vendor agreements are updated, the new monitoring date can be added to this Vendor Data Form.

If a vendor data form was **previously submitted** for this vendor, enter the clinic number, vendor number, update code (in this case it is always **C**), and the new agreement dates. Other information blocks may be filled in if data specific to that block has changed from the last submission of a data form.

If you are completing an **initial submission** of a vendor data form for a new vendor (first time only), please fill in all the information blocks except vendor number, update code, and vendor monitoring date. **Vendor numbers will be assigned by the State Agency.** Send the white copy to the State Agency within 15 days after completion.

WIC Clinic Name

Clinic Number

Name of Firm

Vendor Number

Street Address

Update Code

Town

Blank = add
C = change
D = delete

Zip

Phone

Type Code

Grocery Store Manager or Dairy Representative

D = Dairy M = Mom & Pop
C = Convenience O = Other
S = Supermarket W = Wholesale

This agreement shall take effect on
and shall terminate on

Vendor Monitoring Date

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Month	Day	Year			

(For State WIC office use only)

Status Code	<input type="text"/>	
Termination Date	<input type="text"/>	
Date	<input type="text"/>	
Month	Day	Year

(Signature of Local Agency WIC Project Director)

(Date Signed)

(Signature of Manager/Owner)

(Date Signed)

WIC BENEFITS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF RACE, COLOR, NATIONAL ORIGIN, AGE, SEX OR HANDICAP. IF YOU BELIEVE YOU HAVE BEEN DISCRIMINATED AGAINST, WRITE IMMEDIATELY TO THE SECRETARY OF AGRICULTURE OR DIRECTOR, OFFICE OF ADVOCACY AND ENTERPRISE, USDA, WASHINGTON, D.C. 20250.

White — State
Yellow — Local Agency
Pink — Vendor

Revised 2/86

4. MONITORING VENDOR COMPLIANCE

Local and/or State WIC staff will perform an annual on-site review of all vendors for conformance to the WIC Vendor Agreement, unless exceptions are approved in accordance with 7 CFR 246.10 d (5).

- a. Local agency staff should request the following reports prior to planned monitoring visits (see page VIII-9 for instructions):

V04- Drafts Paid Exactly Equal Issued (WA634RCV).

V03- Drafts Redeemed for Exact Dollar Amount (WA634RCV).

V02- Paid Amount Exceeds Estimated Amount by 20% or More.

V01- Paid Amount is Below Estimate by 10% or more.

Vendor Draft Activity Report (WA633R1).

- b. Any vendor who fits into any one of the following categories is considered high-risk and must receive a priority for on-site monitoring:

- 1) Collections on exceptions greater than \$15.00 per year;
- 2) High incidence of drafts redeemed for exact dollar amounts;
- 3) High incidence of drafts where the paid amount exactly equals issued amount;
- 4) Issued value exceeds \$3,000 per month;
- 5) Disqualification or civil money penalty from Food Stamps within the last three years;
- 6) Other (e.g., participant complaints, a history of problems).

- c. Each on-site review should consist of three steps:

Step One: Prior to review, examine all vendor reports, files, client complaints, etc.

Step Two: At the store, complete the Vendor Monitoring Report (see page VIII-15).

Step Three: Evaluate your findings with one of the following results:

- 1) Everything OK, no further action needed. Leave a copy of review with the store.
- 2) Some program differences, follow-up letter to vendor with copy to State Agency. Record the vendor's corrective action plans under item #16 on the Vendor Monitoring Report.

- 3) Many program problems; notify State Agency immediately for further guidance.

IF LEGAL ACTION IS NECESSARY TO RESOLVE PROBLEMS, THE STATE OFFICE WILL BE RESPONSIBLE FOR NOTIFYING VENDOR OF SUCH ACTION AND FOLLOWING THROUGH.

**SPECIAL SUPPLEMENTAL FOOD PROGRAM FOR WIDOW, INFANTS AND CHILDREN (WIC)
Montana Vendor Monitoring Report**

DATE: _____ TELEPHONE: _____
 VENDOR NAME: _____ VENDOR CODE: _____
 ADDRESS: _____ CLINIC NUMBER: _____
 VOLUME OF WIC FOOD SALES FOR: (Month) (Year) (# of Vouchers) (Dollar Value)
 NUMBER OF EXCEPTIONS: _____
 PERSON CONTACT/TITLE: _____
 PURPOSE OF VISIT: _____
 High Risk Monitoring (Include Attachment A: Educational Buy)
 Other: _____

Section A: Observation and General Review

Item	YES	NO	COMMENTS
1. Did you observe a copy of the current WIC Agreement and Vendor Instruction Packet on file?			
2. Is the WIC poster displayed?			
3. Are minimum stock requirements met as listed in the agreement? a. Were any items out-of-stock or outdated? Check for expired formula.			
4. Is there any evidence of discrimination or civil rights violations against WIC clients?			
5. Does vendor provide training to clerks on: a. Checking valid issue and expiration dates? b. Correctly filling in "Pay Exactly" box at time of purchase? c. Obtaining countersignature and comparing it to list signature? d. Insuring that only authorized foods in specified quantities and authorized substitutions e. Suspected abuse? f. No change returned or cash refunds? g. No additional funds requested from WIC clients for WIC foods?			
6. Does vendor feel comfortable contacting the local program?			
7. Does vendor feel that he has received adequate guidance and information concerning the WIC Program (vendor memos, on-site visits, phone calls, etc.)?			
8. Are vendor personnel in need of additional training? If "Yes," list subjects to be reviewed.			
9. Is there a potential conflict of interest between WIC staff and store personnel? If "Yes," explain.			
10. Has this vendor ever been disqualified from Food Stamps?			
11. Is the reported volume of WIC business reasonable given the amount of stock on hand, the size and location of the store?			

Section B: Review of Vouchers in Store

Ask the store manager/owner to show you all WIC vouchers on hand which will be submitted for payment. Check this sampling of vouchers for full completion and estimate the expected value by using the prices which you have documented as current. Finally, compare actual shelf prices with the "pay exactly" amount.

Item	YES	NO	COMMENTS
1. Were the "valid dates" current?			
2. Were the vouchers properly countersigned?			
3. Were prices or other items altered? If "Yes," ask for explanation.			
4. Was the "Pay Exactly" box filled in?			
5. Were prices charged commensurate with shelf prices?			
6. Were vouchers cashed within the 10% limit?			
7. Were any out-of-stock items listed on the vouchers? If "Yes," which ones?			

Problem Voucher Number(s)

Problems

- _____
- _____
- _____

Section C: Complaints from WIC Clients or Staff Store Previous Monitoring

Have complaints been received? () Yes () No	PERIOD COVERED	NUMBER OF OCCURRENCES	COMMENTS
If "Yes," specify complaints below.			
a. Non-competitive prices. List items. (Exclude the above average retail price for local vendors.)			
b. Inadequate variety of foods stocked.			
c. Inadequate supply of foods stocked.			
d. Inadequate sanitary conditions.			
e. Failure to attend vendor training.			
f. Inaccurate or late subtotal of price lists.			
g. Lack of cooperation in taking corrective action. List past deficiencies not yet corrected.			
h. Rude or unfair treatment of WIC clients.			
i. Allowing unauthorized foods to be purchased.			
j. Other. (Specify)			

Section D: Corrective Action Plan. Is Corrective Action Needed? () Yes () No
If "Yes," list items to be corrected (include time limit(s) for corrective action.)

Vendor Comments:

I acknowledge that this is an accurate report of the WIC Vendor Monitoring conducted at my store. I understand the federal and state requirements regarding WIC voucher use. I have received a copy of this report and I am aware that a copy will be sent to the State WIC Coordinator at the Montana Department of Health and Environmental Sciences.

Signature of Vendor (Owner/Manager)/Date: X _____ / _____ / _____
 Signature of WIC Monitor/Date: _____ / _____ / _____

*The WIC Program is available to all persons regardless of race, color, national origin, age, sex, or handicap. If you believe you have been discriminated against, write immediately to the Secretary of Agriculture, Washington, D.C. 20250.

DISTRIBUTION: Original - Vendor
 Yellow - Local WIC Office
 Pink - State WIC Office (Complete Vendor Data Form Upon Submission to the State Agency)

5. VENDOR ABUSE

a. Vendor abuse is defined as failure to comply with any part of a current signed WIC Vendor Agreement. These include, but are not limited to, providing cash, unauthorized foods or other items to participants in lieu of authorized supplemental foods; charging the State or local agency for foods not received by the participant; and charging the State or local agency more for supplemental foods than other customers are charged for the same food item.

b. Local Agency Responsibilities:

- (1) Gather all pertinent information possible. Try to get the complainant's name and address, but avoid scare tactics and protect confidentiality.
- (2) Ascertain, if possible, whether the abuse is deliberate or has come about through misunderstanding on the part of the vendor. If the latter, an on-site visit by local agency staff may rectify the problem.
- (3) If fraud appears to be the motive for abuse, or if the problem persists after the staff visit, vendor will be sent a letter detailing the problem, requesting compliance with the current agreement, and allowing thirty calendar days for corrective action. The letter shall be sent via registered mail, return receipt requested.
- (4) If the vendor is not in compliance within thirty (30) calendar days as evidenced by a return on-site visit, notify the State Agency immediately.

c. State Agency Responsibilities:

When abuse is reported by a local agency, and after (1-4) above have been accomplished:

- (1) Upon notification by the local agency, the following shall be applied:

a. Penalty I - Warning Letter

Violations:

- (1) Use of WIC food vouchers by someone other than the person whose name appears on the voucher unless a proxie is designated by signed consent of the participant.
- (2) Failure to comply with any other contractual obligation not otherwise listed.
- (3) Vendor redeems vouchers for non-authorized food items within WIC food categories.

- (4) Vendor is temporarily out of stock.
- (5) Forcing participant to purchase specific brand names when a variety of brands are authorized and stocked.

b. Penalty II - Six Months Termination

- (1) Violation of above after warning.
- (2) Vendor charges WIC participants more than others.
- (3) Vendor charges participants additional cash to use vouchers.
- (4) Treats participants in a discourteous manner.
- (5) Sells food items not in WIC food categories.

c. Penalty III - One Year Termination

- (1) Vendor overcharges State for products sold exceeding \$250.00 in one vendor contract year.
- (2) Sale of non-food items including alcohol or tobacco.
- (3) Vendor refuses to stock WIC foods but continues to accept vouchers.
- (4) Vendor exchanges vouchers for cash or credit in an amount less than \$100.00.
- (5) Fraudulent claim that an item was disbursed when in fact no disbursement took place.
- (6) The acceptance of WIC vouchers in payment of credit accounts.

d. Penalty IV - Two Years Termination

- (1) Vendor continues to violate Program while awaiting appeal hearing.

e. Penalty V - Three Years Termination

- (1) Vendor exchanges vouchers for cash or credit in excess of \$100.00.
- (2) Vendor discounts voucher or has a discounting pricing system.
- (3) Vendor violates Program guidelines after re-entry into Program following a disqualification.

- f. FOOD STAMP DISQUALIFICATIONS OVER 180 DAYS MAY BE DISQUALIFIED FROM THE WIC PROGRAM FROM THE DATE THE STATE IS NOTIFIED UNTIL THE FOOD STAMP PROGRAM REINSTATES THE VENDOR.
- g. ALL SANCTIONS CAN BE APPEALED THROUGH THE FAIR HEARING PROCESS.

d. Vendor Termination Procedures:

Upon a decision to terminate, the following activities shall take place:

- (1) A central file shall be established at the State Agency to contain all information necessary to back up the termination as well as material related to the termination itself.
- (2) Upon a decision to terminate, a letter will go out from the State Agency to the vendor notifying the vendor of the termination. Terminations shall take effect 30 days from the date of the letter. Each vendor shall have 15 days from receipt of the letter to appeal the decision.
- (3) Copies of all letters of termination shall go to the WIC Regional Office, the local agency and USDA. A copy shall go to each local agency who has this vendor in its listing in order to notify the agency that some action is being taken on the vendor.
- (4) If the vendor does not appeal, termination shall take effect on the date as indicated, and agencies shall discontinue issuance of vouchers to the vendor.
- (5) Terminated vendors shall be deleted from agency lists.
- (6) If the vendor appeals, all adverse action shall be withheld until an appeal decision is reached. A letter shall go out to the vendor acknowledging the appeal and delaying action on the termination until a decision is reached.
- (7) If a vendor loses an appeal, the termination shall take place 30 days from the date of decision.
- (8) Upon the final decision to terminate, the State Agency shall contact the local agency to return vouchers made out to the vendor.
- (9) State Agency files will be closed for suspended vendors until the period of termination ends, at which time information may be reviewed for consideration of the vendor reapplication if submitted.

e. Reduction of Sanctions:

When the State receives an appeal from a vendor asking for a reduction of the sanction imposed upon him, the State may reduce the sanction under the following conditions:

- (1) The vendor is the only WIC vendor in the geographic area, and suspension of the vendor would cause undue hardship on the participants in the area.
- (2) The owner of the market has owned the market for less than 6 months, has no history of prior FNS food program violations, and the violation appears to be the result of a clear lack of understanding of the rules.
- (3) The only major violation was overcharge, and the total amount of the overcharge can be determined.
- (4) It is clearly in the best interest of the State to allow the vendor to repay monies obtained in violation of Federal Regulations and State Guidelines AND the vendor would be in danger of losing his business if the suspension were carried out.

When the State elects to reduce a suspension, the vendor shall be made to serve at least a 3-month suspension as well as return any money that was requested. The one exception is when the vendor is the only vendor in the geographic area, in which case the vendor may have his suspension eliminated and be made to pay an amount above the money to be reclaimed.

f. Vendor Payback:

In some cases it may be to the advantage of the State to allow the terminated vendor to pay back any overcharge determined by the State and be put on probation. Criteria used in making this decision should include:

- (1) The vendor's record of past violations.
- (2) The length of time the vendor has owned the store.
- (3) Adverse impact on participants if the vendor is terminated.
- (4) Number of alternative stores in the area.

If a decision to allow payback in lieu of termination is made, the State shall determine the amount of overcharge using the best available data. The amount of overcharge shall be collected in the form of a check or money order, and made payable to the Department of Health and Environmental Sciences. In cases of large dollar amounts, the State may set up a time payment system to allow the vendor a chance to pay without creating an excessive business loss.

6. FOOD VENDOR QUALIFICATIONS

- a. Food vendor qualifications are:
 - (1) Stocks and maintains appropriate quantities of authorized WIC foods;
 - (2) Accessible to WIC clients;
 - (3) Has not been disqualified from the Food Stamp Program;
 - (4) Is currently licensed by appropriate State of Montana agencies.
- b. Review of vendor qualifications will consist of:
 - (1) Review annually all local agency vendor monitoring reports;
 - (2) On-site visits during regularly scheduled local agency monitoring visits;
 - (3) Shared information through cooperation with the Montana Food Stamp Officer-in-Charge;
 - (4) File reviews of one-half the total currently authorized vendors every year; and
 - (5) On-site follow-up to items (1) and (4) when warranted by incomplete information or complaint.
- c. Under special circumstances, the State Agency may delegate such review authority to local agency staff.

7. AUTHORIZATION OF FOOD VENDORS

- a. Any food vendor participating in the Montana WIC Program prior to May 23, 1983, is hereby authorized to continue participation in the WIC Program. No further action by either the vendor or local agency is necessary.
- b. There is no limit at this time to the number of vendors who may participate in the WIC Program.
- c. New (not currently participating, or not participating prior to May 23, 1983) vendors shall have a documented on-site visit prior to, or at the time of initial authorization, by the local WIC agency. A signed Vendor Application in addition to a signed vendor agreement shall constitute such documentation.
- d. All food vendors within the State of Montana are recognized by the State Agency to be eligible to participate in WIC, subject to Program Regulations and requirements.
- e. The following criteria must be evaluated for initial authorization of new vendors ("new" is defined in #3 above):

- (1) Maintenance of adequate variety and stock of all categories of approved WIC foods;
- (2) Accessibility to WIC participants;
- (3) History of compliance with Food Stamp Program;
- (4) Store sanitation as evidenced by store license.

8. HIGH-RISK VENDOR MONITORING SUMMARY

- a. A summary of the results of the monitoring of high risk and representative food vendors and the review of food instruments will be submitted annually to the Food and Nutrition Service (FNS) by the State Agency within four (4) months after the end of each fiscal year on forms supplied by FNS.

9. COMPLAINTS

- a. Anyone alleging discrimination on the basis of race, color, national origin, age, sex, or handicap has the right to file a complaint. All complaints written or verbal shall be accepted and forwarded immediately to the Secretary of Agriculture or Director, Office of Advocacy and Enterprise, USDA, Washington, D.C. 20250, with a copy to the MPRO.
- b. Participant complaints about a vendor:
 - (1) A vendor violation that is verified only by WIC participant complaints requires corroboration by three separate WIC participants of the same abuse by the same vendor. That is, three complaints are necessary for one instance of documented abuse.
 - (2) These complaints must be written (or dictated) by the WIC participant. The language used in the complaint must be the actual words of the WIC participant; a summation or notation by a WIC staff member is not sufficient documentation.
 - (3) The WIC participant may choose to leave the complaints unsigned. The local program director (or designated staff member) must certify the receipt of the complaint and indicate the time and date it is recorded. This certification will attest to the fact that the complaint was received by a current WIC participant and was given freely and in good faith.
- c. Vendor complaints about WIC are handled as described on Page XII-2.

Supplemental Food Program for Women, Infants and Children (WIC)

Montana WIC Program

Vendor Application

- I. 1. Vendor Name _____
(Hereinafter referred to as "Vendor")
2. Vendor Address _____
3. Vendor Telephone _____
4. Name of Owner (If different than #1) _____
5. Name of Manager _____
6. Federal Employer Tax I.D. # _____
7. Food Stamp Vendor No. _____
(If Applicable)

II. Vendor hereby applies for authorization to participate in the WIC Program. Vendor has received the WIC Vendor Packet which includes: Sample vouchers, Window poster, Price report sheet, and required procedures.

Vendor has read and understands the provisions in the Vendor Agreement.

Vendor represents that it and its employees will comply with the WIC Program regulations, and understands that any authorization to participate may be revoked for any violation of the regulations by it or its employees.

Vendor understands that false information contained herein may result in withdrawal of approval to participate in the WIC Program.

The undersigned represents that he/she is either the sole proprietor of the vendor or that he/she has authority to contract for and in behalf of the vendor.

III. Vendor qualifications for participation in the WIC Program are:

A. Stocks and maintains appropriate quantities of authorized WIC foods:

- Cow's milk - fluid, fresh (whole, lowfat and skim);
- Canned evaporated cow's milk;
- Instant dry cow milk;
- Iron-fortified infant formulas;
- Soy base infant formula;
- Four or more kinds of cheeses;
- Four or more kinds of orange and/or grapefruit and/or other juices that contain 30 mg. of Vitamin C per 100 milliliters (the nutrient label will say one 6 oz. serving of full strength juice meets 100% of the U.S.R.D.A. for Vitamin C for adults);

Four or more kinds of hot or cold cereal that meets at least 45% of the U.S.R.D.A. for iron or 28 mg. of iron per 100 grams dry portion and not more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal (6 grams/ounce);
Iron fortified infant dry cereal which contains a minimum of 45 milligrams of iron per 100 grams of dry cereal;
Large Grade AA eggs;
Three or more kinds of mature dry beans or peas;
And/or special formula which is authorized by the Montana State Department of Health and Environmental Sciences.

- B. Is accessible to WIC clients;
- C. Has not been disqualified from the Food Stamp Program; and
- D. Is currently licensed by appropriate State of Montana agencies.

Vendor or Authorized Agent

Date

_____ has verified the above information
Name of Local Agency
during an on-site visit to vendor on _____
Date

Signature of Authorized WIC Agency Director

FINANCIAL MANAGEMENT

- I. ALLOWABLE EXPENDITURES
- II. BUDGET GUIDELINES
 - A. Annual Budget Request
 - B. Requests for Program Changes
- III. MONTHLY REPORTING REQUIREMENTS
 - A. Expenditure Report and Accountability Statement
 - B. Vendor Invoice
 - C. Travel Expense Voucher
- IV. EQUIPMENT PURCHASE AND INVENTORY
- V. BUDGET STATUS
- VI. FISCAL YEAR-END CLOSE OUT
- VII. NUTRITION EDUCATION EXPENDITURES

FINANCIAL MANAGEMENT

A budget, to determine the amount of funds a local agency will receive from the State WIC Office, is attached to the agreement negotiated between that agency and the State Department of Health and Environmental Sciences, and becomes a part of that agreement. The agreement and budget are usually negotiated once a year.

Prior to the expiration of their current agreement, the State Office sends a packet of materials to the local agency to assist them in budget preparation. This packet includes guidelines and instructions, including but not limited to:

- a. Deadline date for submission;
- b. Nutritional health plan requirements;
- c. Request for expansion; and
- d. Necessary forms.

I. ALLOWABLE WIC PROGRAM EXPENDITURES

- A. Personnel: Staff shall include a competent professional authority pursuant to Section II (8) of the Agreement and a WIC Aide.
1. Salaries and benefits are allowable at a rate customary and reasonable for services rendered specifically for the execution of the WIC Program contract.
 2. Payrolls must be supported by time and attendance or equivalent records for individual employees.
- B. Direct Costs: Must be supported by written documents kept on file at the local agency, and reported on the Monthly Expenditure Report.
1. Travel: Expenses for approved workshops and program objectives shall not exceed the amount customarily paid to local agency staff. Expenses for attendance at the required State Workshop are allowable as described in Section II, paragraph (B)(2) of the Agreement.
 2. Equipment: Office equipment may be procured locally. Special purchase of medical equipment is allowable for certification processes. Purchases of equipment costing more than \$200.00 must be approved in writing from the State Office. Purchases for over \$2,500.00 must be approved by the USDA Regional Office. All items remain the property of the State Agency, and should be identified by inventory tags, which will be supplied by the State Agency.
 3. Supplies: Includes expenditures for office supplies, disposable clinical supplies, educational supplies and consumable commodities for demonstration purposes.
 4. Contractual: Rent of space or equipment, utilities, telephone, etc.
 5. Certification Procedures: Expenses for laboratory tests and medical supplies which are used to determine eligibility.
 6. Other: Nutrition education, outreach services, translators and interpreters, fair hearings, monitoring, workshop registration fees, subscriptions, etc. Transportation costs for assuring clients access to clinics is allowed when prior approval has been granted by the State Office. Direct reimbursement of transportation costs to clients is NOT allowable.

II. BUDGET GUIDELINES

A. Annual Budget Request

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)
BUDGET REQUEST

Montana Department of Health and Environmental Sciences

Agency Name: _____

Current FY _____ New FY _____

Total FTE's (from attached worksheet)	Current FY			New FY			
	Budget	Source of Funds		Budget	Source of Funds		
Personnel		WIC	Local	Other	WIC	Local	Other
Salaries							
Benefits %							
Subtotal							
Indirect (5% of Salaries and Benefits)							
Operating Expenses							
Travel							
Equipment (greater than \$200)							
Supplies							
Rent							
Telephone							
Postage							
Utilities							
Nutrition Education							
Other (list)							
Other (list)							
Subtotal							
Total Request							

Prepared by: _____ Date: _____

DT/war-26b

1. Instructions -- Annual Budget Request

a. GENERAL (Lines 1-4 on "Budget Request" form)

Both the "Budget Request" form and the "WIC Personal Services" form must be filled out. Please write legibly and be neat. Date and sign the form (Line 28).

Fill in your project name in the upper right-hand corner. (Line 4)

Agencies with "satellite" programs should submit separate caseload projections and budget details for each satellite on separate sheets, with the "Budget Request" form reserved for the total WIC operation.

Prepare your budget with the assumption that your level of operation will be the same as the prior year's actual expenditures. You may include an inflationary increase in personnel. Do not use an inflation factor in other line items. This will be included by the State Agency at a later time.

b. CASELOAD (Lines 5-10)

Please indicate, by priority, what caseload you expect to serve during the next twelve months. Unless you have specific objectives to reach a certain eligible population group (approved by the State Agency), use last year's average monthly caseload.

c. PERSONNEL (lines 12, 15)

Fill out "WIC Personal Services" form and transfer to "Budget Request" form where indicated.

Whenever possible, consider using volunteers to assist your office, or sharing arrangements with adjacent counties.

d. FRINGE BENEFITS (Line 16)

This includes payroll taxes, insurance and other items specific to your agency. Fill in the percent and dollar amount.

e. INDIRECT COSTS (Line 18)

Indirect costs are provided at the rate of 5% and are calculated upon salaries plus benefits. Indirect funds can be used for accounting, purchasing costs, legal services, supporting personnel costs, or other WIC-related operating expenses.

f. TRAVEL (Line 20)

Predict mileage expense to and from satellite sites and food vendors based upon current rates.

g. EQUIPMENT (Line 21)

Any piece of equipment costing more than \$200 must receive prior written approval from this office (Section I, A (5) of Agreement). NOTE: Requests for equipment in this category must be received at least 45 calendar days prior

to the planned expenditure. Approval of the "Budget Request" form does not constitute approval of equipment; prior written approval is still needed.

h. SUPPLIES (Line 22)

Self-explanatory.

i. RENT (Line 23)

Self-explanatory.

j. TELEPHONE (Line 24)

Self-explanatory.

k. POSTAGE (Line 25)

Self-explanatory. NOTE: Do not include in any other category.

l. UTILITIES (Line 26)

Self-explanatory.

m. NUTRITION EDUCATION (Line 27)

Fill out the "Nutrition Education Budget Worksheet" and transfer to "Budget Request" form where indicated.

n. OTHER (Line 28)

Please identify specifically what this category might include. Without written detail for this category, any request for funds in this line item will be denied.

Examples of items to be included under this line item are laboratory costs (for hematological expenses) or "Contracted Services" for the services of a registered dietitian.

	Clinic Site	FTE	Name	Job Title	Hourly Wage	Benefits (By Individual)	Annual Salary	Total
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
Cumulative Totals:								
					(To Line 10)	(To Line 9)	(To Line 11)	

NOTES:

1. Identify your agency in the upper right-hand corner of this form.
2. Group employees by clinic site.
3. One full-time equivalent (FTE) employee works 2,080 hours annually. An employee who works 450 hours per year is shown as "0.22 FTE;" one who works 1,040 hours per year is shown as "0.50 FTE."
4. Since benefits may vary between individuals, indicate for each employee what benefits apply.
5. Transfer information to Budget Request form.

B. Requests for Program Changes

Written approval from the State Agency must be granted to a local agency requesting changes in their WIC Programs in any of the following areas:

1. Addition of a new site to the program.
2. Expenditures exceeding 10% of the total of any budgeted line item, excluding salaries and benefits.
3. Any monthly expenditures for personnel (salaries and benefits) exceeding the staffing pattern approved in the current Agreement, indicated in lines 12, 14 and 15 and the "WIC Personnel Services" form of the budget attachment.

The project director will send a written request to the State Agency at least 15 days before the desired change is to be made. If the change is not approved the State Agency has no obligation and will not reimburse for expenditures incurred by the change.

C. Expansion Into New Areas

The local agency requests an application package from the State Agency to open a new county project, or expand services to a new satellite program in another county. Applicant must meet the criteria set forth on the application form, which is filled out and sent to the State Office.

Memorandums of cooperation between the governing bodies of the parent and satellite counties must be included with the application.

The State will judge applications on completeness and fulfillment of WIC requirements. If the application is denied, or approved but with no funding available, applicant may resubmit the application at a later date.

III. MONTHLY REPORTING REQUIREMENTS

A. Expenditure Report

1. This report is used to justify expenditures paid (obligations incurred) under the terms of the current Agreement between the State Agency and the local agency.
2. The form is self-explanatory. All information requested must be accurately filled in before reimbursement will be approved. If personnel or other expenditures reported are not complete for the reporting period, an explanation of this discrepancy must be attached to the Expenditure Report and be signed by the Program Director.
3. In the Personnel Breakdown portion, "current month and gross \$" means the total salary paid to WIC employees and billed to the WIC Program. In the column entitled "Hours Worked" record the total hours billed to WIC (include holiday and leave hours).
4. In the Financial Accountability portion, year-to-date cash on hand will always be the first entry at the beginning of a fiscal year. These "carry-over" funds will be included as part of the initial advance forwarded to the local agency for the new Agreement.
5. The Expenditure Report Form is to be completed for each month and submitted by the 15th of the following month unless an alternate date has been negotiated. Good cause for an alternate submission date includes, but is not limited to, a difference between the monthly close-out dates of the WIC Program and the Agency. (Ref.: Section II, paragraph A(2)(b) of Agreement).
6. NOTE: Incomplete, inaccurate, illegible and unsigned reports will be returned for correction before being processed at the State Agency.
7. NOTE: Adjustments included in current monthly Expenditure Reports should reflect claims not older than those reported on the previous month's report. Please list the circumstances which caused the adjustment and the original month in which the expense occurred.

**MONTANA DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES
WIC EXPENDITURE REPORT**

NAME OF AGENCY: _____ PERIOD: From _____ 19__ To _____ 19__

EXPENDITURE CLASS/CATEGORY	CURRENT MONTH EXPENDITURE	+ * ADJUSTMENTS	= CURRENT MONTH + ADJUSTMENTS = MONTHLY TOTAL	YEAR TO DATE EXPENDED	TOTAL AMOUNT BUDGETED	BALANCE OF BUDGET
Personnel						
Benefits						
Indirect Costs						
Travel						
Equipment						
Supplies						
Rent						
Telephone						
Postage						
Utilities						
TOTALS ▶						

Current Month + Adjustments = Total Billed ▲

Explanation of *Adjustment: _____

PERSONNEL BREAKDOWN

NAME	CURRENT MONTH GROSS \$	YEAR TO DATE GROSS \$	HOURS WORKED	
			Monthly	Yearly
TOTAL ▶				

WIC FINANCIAL ACCOUNTABILITY STATEMENT

CURRENT MONTH YEAR TO DATE

- Cash on Hand ... \$ _____ \$ _____
(Balance from previous report) (End of June Cash on Hand)
- Funds Received ... _____
- Funds/Cash on Hand Total ... _____
- Total Expend. ... _____
- Cash Balance after Expend. _____
- Cash Adjustments. _____
- Cash on Hand ... \$ _____ \$ _____
(After Expenditures)

Explanation of Cash Adjustment: _____

Program Director Signature _____

Date Signed _____

Preparer Signature _____

B. Vendor Invoice

To receive funds for your WIC Program from the State Agency, you must submit a completed Vendor Invoice with your monthly Expenditure Report.

All invoices must be signed and dated by the project director or local accounting personnel.

Local agency may request:

1. 1/12 initial drawdown of budgeted funds for new fiscal year, or new project, less the amount of cash on hand at the end of the previous year.
2. Reimbursement for monthly expenditures.

STATE OF MONTANA VENDOR INVOICE	<i>Instructions</i> • PREPARE IN TRIPLICATE • SEND ALL COPIES TO VENDOR • VENDOR RETURNS SIGNED ORIGINAL AND DUPLICATE RETAINING TRIPLICATE • FILE ORIGINAL WITH TRANSFER WARRANT CLAIM
VENDOR'S NAME AND ADDRESS	BILLED TO
	Dept. of Health & Environmental Sciences Fiscal Services Bureau Cogswell Building Helena, Montana 59620

QUANTITY	DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED	AMOUNT
GRAND TOTAL		▶

STATE USE ONLY APPROVED FOR PAYMENT <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 20%; font-size: x-small;">Authorized Signature</td> <td style="width: 80%;"></td> </tr> <tr> <td style="font-size: x-small;">Date</td> <td></td> </tr> </table>	Authorized Signature		Date		I certify that this invoice is correct in all respects and that payment has not been received. VENDOR CERTIFICATION <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; font-size: x-small;">Vendor's Name</td> <td></td> </tr> <tr> <td style="font-size: x-small;">Date Processed</td> <td></td> </tr> <tr> <td style="font-size: x-small;">Vendor's Signature</td> <td></td> </tr> <tr> <td style="font-size: x-small;">Title</td> <td></td> </tr> </table>	Vendor's Name		Date Processed		Vendor's Signature		Title	
Authorized Signature													
Date													
Vendor's Name													
Date Processed													
Vendor's Signature													
Title													

C. Travel

Lodging, per diem and mileage allowances authorized by the Montana State Legislature will be the maximum rate of reimbursement paid to WIC personnel by the WIC Program for persons attending and participating in continuing education, training or other conferences for WIC business. These rates are as follows:

Per Diem Rates after October 1, 1983

In-State

Meals

Breakfast \$ 3.00
Midday 3.50
Evening 8.00

Lodging

with receipt \$24.00
without receipt 7.00

Out of State

Breakfast 6.50
Midday 6.50
Evening 12.00

with receipt \$50.00
without receipt 7.00

Actual cost cities for lodging are:

Chicago	Dallas	San Diego	Denver
Houston	New Haven	Minneapolis	Boston
San Jose	New York	Detroit	Atlantic City
San Francisco	Los Angeles	Anchorage	Washington, D.C.
Newark			

The "actual cost" area is defined as the area contained in the city limits plus the area within 15 miles of the city limits. The area immediately surrounding the city's airport would also be included if it is not within the areas described above.

Current Mileage Rates:

Employees based outside Helena:

\$.21/mile for first 1,000 miles driven each month.
\$.18/mile for every mile driven over 1,000 per month.

All out of state travel planned by WIC personnel must receive prior approval by the State Agency. An agenda of workshop or training activities must be reviewed by State staff to determine if workshop topics directly relate to WIC functions.

IV. EQUIPMENT PURCHASE AND INVENTORY

Purpose: To establish a uniform purchase and inventory system for allowable WIC equipment.

A. Purchasing Criteria

1. Instructions: Whenever equipment is purchased for \$200.00 or more, the following guidelines are to be followed:
 - a. Individual equipment purchases costing \$200.00 or more utilizing WIC funds must receive prior approval in writing from the State Office.
 - b. Individual purchases for over \$2,500.00 must be approved by the USDA Regional Office through the State.
 - c. Special purchases of medical equipment by local agencies is allowed for certification purposes if prior approval is received from the State.
 - d. If approval is given and equipment is purchased, it becomes the property of the State WIC Program.

B. Equipment Inventory Criteria - Purchases for \$200.00 or More

1. Instructions: Whenever equipment is purchased, the following guidelines will be followed:
 - a. Fill out the State Purchase Memo form which includes name of item, serial number, purchased from, date purchased, and cost. Attach this memo to the back of the Expenditure Report for the month of purchase. This is a requirement for inventory purposes. Do not submit a Purchase Memo form for equipment costing less than \$200.00.
 - b. When the State Office receives the memo, an inventory number will be issued for the equipment, which will be sent to the local agency to be attached to the equipment.
 - c. Items must be identified by a DHES inventory tag displayed in a conspicuous place.

Office Memorandum •

STATE DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES

TO : Project Number **DATE:**
FROM : State WIC Staff
SUBJECT : Equipment Purchased

Name of Item _____

Serial Number _____

Purchased From _____

Date Purchased _____

Cost _____

Attach to expenditure report for month of purchase. This is a requirement for inventory purchases. When we receive the memo, you will in turn receive a number to attach to your equipment.

- d. The State Inventory Worksheet must be logged whenever new equipment is purchased. An updated copy of this worksheet must be sent to the State Office during the last week of December each year for audit purposes. List equipment with acquisition costs of \$200.00 or more. Do not list equipment costing less than \$200.00.
- e. In the event the project ceases its "local agency" relationship with DHES, all equipment and supplies must be returned to DHES.
- f. Notify State Agency personnel whenever equipment becomes obsolete or worn out. The State will make arrangements for purchase of new equipment if necessary.

V. BUDGET STATUS

A. Estimating Your Budget Status

1. Contract Requirements

Local agencies will be reimbursed only for personnel approved in the contract and at a monthly rate no more than 1/12th (8.3%) of the funds allocated for personnel. Line items for operating expenses (travel, supplies, etc.) can be overspent by 10% only if some other area is underspent to make up the difference. All information requested on the expenditure report must be filled in before reimbursement is made. This includes personnel hours, year- to-date expended, balance of budget, etc. Because funding for the WIC Program is very tight nationwide, and because there have been no increases in the Program, staying within the authorized budget is critical. Any overspending of WIC budgets will have to be made up from other funds.

2. How to Estimate

The easiest way to estimate your budget status is to compare your spending rate for each category (line item) to the recommended spending rate found on the attached chart. As you figure out whether or not your spending rate is "in line," you can make necessary adjustments to it. This ongoing budget analysis will help prevent the overspending of your WIC budget.

Computing Your Spending Rate

At the end of each month:

Add together by line item:

- (1) expenditures -- what has been paid for services or goods already received? Money spent. (personnel, indirect, etc.) From the month's expenditure report

plus

- (2) what is owing for services received in the month but not yet paid (rent, for example, which might only be paid quarterly).

Divide the total of expenditures and obligations by the amount budgeted for the line item. Determine whether the line item is a fixed or a variable expense. Find the right column for fixed or variable, and the right month for your calculations. Compare the percentage you have as a result with the recommended percent spent for the month. This will tell you at a glance whether or not you are staying within your budget limitations.

3. Projections

After you have checked your current spending rate, you can also project your expenses to the end of the fiscal year, including in that figure any anticipated one time expenses. One time expenses might include nutrition education materials not yet purchased, funds set aside for a spring workshop, a June rent increase and so forth. Projecting to the end of the year will tell you whether or not you have left sufficient funds for the one time as well as ongoing expenses, and will alert you to a need to underspend a line item if it is necessary. It will also help you to see that if you have overspent a line item because of a one time expense (such as all the nutrition education materials purchased at the beginning of the year) you need to cut back on your spending in that line item until it is back within the recommended spending rate.

Fixed expenses include personnel, indirect costs, rent, monthly telephone charges, any expense that is unavoidable for the operation of your agency. You are the best judge of which expenses fit this category. Variable expenses include supplies, travel, nutrition education materials, etc. These expenses can be delayed, cut back, or in some cases even dropped if additional funds are needed for fixed expenses which are more difficult to control. By careful analysis of your budget, you will be able to operate your WIC Program within available funds.

4. Example

An example of an expenditure report and worksheet for figuring out the spending rate follows. In this example, it is shown that while \$19,751 is shown as spent, obligated and spent is \$20,041, leaving a balance of only \$4,166. In addition, the line item "nutrition education" is overspent for the time elapsed and expenditures in this category will need to be watched to avoid overspending, particularly as there are no funds evident in other categories to take care of any overspending. Obligations were incurred for April rent, April telephone charge, a nutrition education film received, and travel. These services are already received, but not yet paid for.

Line Item	(1) Expended	(2) Obligated	Total	Amount Budgeted	Balance	Spending Rate %	(3) Recommended % Spent	Anticipate one-time expenses	Projection to FYE	FYE Bal:
Personnel	115000		115000	18,000	2000	83.3	83.3		19300	18
Benefits	2760		2760	3,330	570	32.9	33		3512	18
Indirect	933		933	1,067	119	83.2	83.3		1066	18
Travel	200	20	220	350	130	62.9	81.2	120	350	18
Equipment										
Supplies	200		200	300	100	66.7	81.2		300	18
Rent	450	50	500	600	100	83.3	83.3		600	18
Telephone	180	20	200	250	50	80.0	83.3		210	18
Postage	48		48	60	12	80.0	81.2		60	18
Utilities										
Nutrition Educ.	25	200	225	250	25	* 90.0	91.2		250	18
Contract Serv.										
TOTAL	19751	290	20041	24,207	4166	82.8	83.3		24118	29

- From Expenditure Report for month reported
- From other records - services & goods received, not paid
- From Chart

* Area to watch for overspending

RECOMMENDED SPENDING PATTERN UNFORMATTED

		Variable Expenses Recommended % Spent	Fixed Expenses Recommended % Spent
	July	32.8	33.3
1st Qtr Allocation	August	66.1	66.6
	September	100.0	100.0
	October	33.0	33.3
	November	41.0	41.2
Total Budget	December	49.1	50.0
	January	57.1	58.3
	February	65.2	66.6
	March	73.2	75.0
	April	81.2	83.3
	May	90.5	91.6
	June	100.0	100.0

Variable Expenses: Travel, supplies, Nutrition Education, Repair, etc.

Fixed Expenses: Personnel (and indirect), rent, telephone services, etc.

VI. Fiscal Year-end Closeout

- A. Expenditures must be separated and placed in correct fiscal years for audit purposes. Fiscal year-end cut-off dates for WIC administrative expenses occur at June 30 (state contract year) and September 30 (federal year).
- B. Procedures
 1. The easiest, most direct way to account for Program expenses is to pay them before the fiscal year ends:
 - a. Program expenditures for supplies, equipment, etc. should be ordered two or three months prior to June 30 (state contract year) or September 30 (federal year).
 - b. Receive and pay bills prior to June 30 or September 30 (fiscal cut-off dates).
 2. Items which are purchased prior to fiscal year-end, but not paid until after June 30 or September 30 must be listed on the Accrual Report Form.
 - a. Complete the Accrual Report Form in addition to the monthly expenditure report at fiscal year-end periods. Submit both forms together to the State Agency.
 - b. When all items listed on the Accrual Report are received and the bills paid, submit a revised final year-end expenditure report and the final close-out Accrual Report.
 - c. Send final revised Expenditure and Accrual Reports to the State Agency before September 30 and December 31 for closing-out state and federal fiscal years respectively. Any revised reports received after 90 days from fiscal year-end periods are not eligible for payment with WIC funds.
 - d. Inform the State Agency if no revised Expenditure Reports are to be submitted at fiscal year-end periods.
 3. Salaries, benefits and some bills (telephone, for instance) may not be in your control. Those not claimed on your year-end month's Expenditure Report must be listed on the Accrual Report to be paid out of what becomes the prior fiscal year.

Supplemental Food Program for
Women, Infants and Children

MONTANA WIC ACCRUAL REPORT

Local Agency: _____

Date: _____

Check if State Fiscal Year (June 30): _____

OR Federal Fiscal Year (September 30): _____

REMEMBER: Submit this report with your year-end Expenditure Report (due 30 days after the end of a fiscal year). A revised closeout Expenditure Report listing all accruals as paid expenses is due within 90 days after the end of the State or Federal Fiscal Years. List the paid accruals in the adjustment column of your revised report and attach a completed copy of the Accrual Report.

<u>Description</u> <u>the of Expense</u>	<u>Date Ordered or</u> <u>Expense Incurred</u>	<u>Amount</u> <u>Accrued</u>	<u>Paid Date</u> <u>of Accrual</u>	<u>Amount</u> <u>Paid</u>
---	---	---------------------------------	---------------------------------------	------------------------------

Total Accrued _____ Total Paid _____

MONITORING

- I. DEFINITIONS
- II. MONITORING PROCEDURES
 - A. State Monitoring of Locals
 - B. State Agency Monitoring Checklist
- III. LOCAL AGENCY SELF-REVIEW
- IV. LOCAL AGENCY EVALUATION OF STATE AGENCY
 - A. Evaluation Form

MONITORING SECTION

- Definitions -

Audit: Examination of the fiscal aspects of WIC for compliance with good accounting principles set forth by USDA and SDHES.

Management Evaluation: USDA's term for reviewing the State Agencies' operation of WIC.

Monitoring: State staff review of local agency program operation.

Monitoring Protocol: Explanation of the procedure followed related to monitoring.

SDHES: Montana Department of Health and Environmental Sciences. Montana's WIC Program operates out of the Health Services Division of SDHES.

Self-Monitoring: Local agency reviewing its own program operations.

Sites: Locations within a county or reservation where drafts are issued to participants.

MONITORING PROCEDURES

State Agency Monitoring of Local Agencies

Purpose: The State Agency staff will perform on-site reviews of all local agencies annually at a minimum of 50% of their sites. These visits will determine compliance with Federal Regulations and State policies and procedures, local agency nutrition education plans, as well as evaluate program quality, and provide assistance to facilitate program improvement.

Levels of Responsibility

Federal: The Regional Office of USDA will perform a management evaluation of the State Agency every two years which includes on-site visits to a representative number of local agencies.

State: The State Agency shall monitor and review the performance of all phases of the local WIC Program every year.

The State Agency shall inform USDA of unresolved problems, delays or adverse conditions.

The State Agency shall provide technical assistance and training to local agencies when necessary and applicable for resolution of monitoring recommendations.

A State Agency staff consisting of a Dietitian and either the Program Coordinator or Administrative Officer visit the local agency to review their records in conjunction with local agency staff.

The Monitoring Worksheet on page X-136 sets forth the questions that will be used to review the WIC records.

Local: The local agency shall maintain the required records for each participant.

The local agency records shall be available to State and Federal agencies for monitoring.

The local agency shall respond and follow-up on recommendations made by the Federal, State or local agency as a result of a monitoring visit.

Monitoring Visit Procedures

1. The State agency staff conducts an entrance interview with local agency personnel before the monitoring.
2. A representative sampling of participant records is selected for review.
3. The State staff conducts an exit interview with the appropriate local agency staff and gives a verbal report of its findings. A discussion of improvement from past visits, resolutions of problems, non-compliance and/or revisions in procedures is appropriate during this interview.

4. Within 30 days after the visit, a written report of the State agency's findings and recommendations is sent to:
 - a. Local Health Officer/County Commissioners;
 - b. Local agency Dietitian and/or Program Manager; with
 - c. Carbon copies to Clinical Programs Bureau Chief and Health Services and Medical Facilities Division Administrator.
5. Within 30 days, the local agency shall respond to the monitoring report stating when corrections, revisions or compliance have been or will be accomplished.
6. If the local agency's corrective action plan is deemed appropriate, and no further actions for correction are needed, the State Agency will acknowledge in writing that the local agency's response is acceptable.

If major areas of concern remain uncorrected or are not addressed in the corrective action plan, a follow-up visit may be scheduled.

NUTRITION REVIEW
ON-SITE VISIT

CHART AUDITS. COMPLIANCE REVIEW

Select a sampling of WIC client clinic records to audit for compliance with federal regulations, Montana State WIC Program plan and associated issued policies. Strive to review records of a minimum of 5% of total persons currently certified eligible. Plan to review records of a minimum of 10% of total persons certified ineligible within the past year.

1. Is physical data correctly recorded and plotted? [246.7 Certification]
2. Is dietary record present, evaluated correctly, signed, and dated for each certification? [246.7 Certification]
3. Is health history information (from well child or prenatal visits) available for use in the nutrition assessment of the applicant? [246.7 Certification]
4. Is certification signed by registered dietitian? [Montana WIC Program State Plan]
5. Are notifications of health services documented as having been provided to the client? [246.7 Certification]
6. Are basic contacts provided and documented for each certification? Are all nutritional risk factors identified? Priority correctly stated? Person correctly certified with respect to risk? [246.9 Nutrition Education]
7. Are secondary/high risk contacts provided to the highest risk clients? Do secondary contacts address the nutrition problems identified? Is a written nutrition care plan present for all high risk clients? [246.9 Nutrition Education]
8. Have the proper number of vouchers (maximum 1 food package per month) been issued during a certification period? [246.8 Supplemental Food]
9. Is food package prescription present? Is it based on identified nutrition problems? Do the issued vouchers match the written prescription? [246.8 Supplemental Food]

ADDITIONAL ITEMS TO BE REVIEWED

1. Is a written caseload management plan present? Does it include a written plan of outreach? [246.7 Certification]
2. Is there a waiting list? How is the waiting list handled? [246.7 Certification]
3. Select a sampling of records to audit for assessment, identification, planning and management of a specific nutrition problem.
4. Review protocols for referrals to physicians and other health care providers.
5. Review plan for outreach goals and objectives.
6. Review local agency health services, policies and procedures.
7. Review local agency professional, technical references and resources for use in planning and managing nutrition care of patients.
8. Discuss possible plans for improving accuracy of dietary intake assessment in your clinic. What computer resources could be considered?
9. Review together various aspects of the Montana WIC Program Policy and Procedure Manual. What problems or discrepancies have been encountered? What edits, additions or corrections are suggested?
10. What innovative management methods, protocols or plan of nutrition care have been developed that could be shared with other agencies?

WIC Program
Nutrition Services
Montana State Department of Health and Environmental Sciences

MM/war-80
March 1, 1985

NUTRITION REVIEW
WIC PROGRAM

PRELIMINARY WORK PRIOR TO ON-SITE VISIT

1. Review most recent report RP14002 WIC CERTIFICATION SYSTEM, FAMILY NUMBER LIST OF CERTIFIED ELIGIBLE CLIENTS for the clinic. Select 10 clients who have compound or complex nutritional problems. Review relevant literature references and suggested nutrition care plans. Prepare for discussion of these cases with the local agency dietitian.
2. Review most recent report RP14003 WIC CERTIFICATION SYSTEM, NUMBER OF OCCURRENCES OF NUTRITIONAL PROBLEMS for the clinic. Note the ten nutrition problems which show to be occurring most often at the time of certification of the clinic population. Select five of these nutrition problems for discussion with the local agency dietitian.
3. Review most recent PEDIATRIC NUTRITION SURVEILLANCE reports. What nutrition problems occur at a rate higher than the statewide average? At a rate lower than the statewide average?
4. Review annual NUTRITIONAL HEALTH PLAN of the local agency. What objectives are described for WIC? What dates are set for accomplishment of those objectives? What assistance, if any, was requested? What assistance can be provided?
5. Review local agency WIC caseload management plans. Does the plan adhere to federal regulations, state plan and state policy and procedure manual? Does the plan provide for persons of the greatest nutritional risk to be served first?
6. Review WIC food package costs for clinic for the most recent period available. How does this clinic compare with other clinics?
7. Review recent history of duplicate WIC vouchers, lost and unused vouchers. Note family and member number of vouchers involved, and the local agency explanations given.
8. Review recent correspondence files. Note relevant unanswered or unfinished business needing attention. Plan how it will be addressed.
9. Communicate with state agency WIC staff regarding recent problems or new information which is relevant and helpful to an on-site review.
10. Contact the SDHES nursing consultant for that region and request briefing on recent activities in this local agency, which may have bearing on the planned visit.
11. Know the names of current local agency nutrition staff, their positions, and their general responsibilities. Know the names of community health nurses, health officer or tribal board chairperson, key direct health service providers in the area, and others as appropriate.

MM/war-80
March 1, 1985

WIC Local Agency Monitoring
Administrative Services
Worksheet

Agency: _____

Confirmed Visit Date: _____

Address: _____

Location: _____

Telephone: _____

Project Director: _____

Agency Code: _____

Project R.D.: _____

No. of Sites: _____

Health Officer: _____

Office Hours: _____

Service Unit Director (If applicable):

Current Fiscal Year Contract Amount:

Section I. State Agency Records

Regulation Reference	Item	Yes	No	Initials
246.6(a)	A. Current signed agreement on file? Date signed: _____ 1. Current signed satellite agree- ment(s) on file? County and Date(s) signed: _____ _____ _____			
246.12(f)	2. Current Vendor contracts on file? # _____ Any outdated? # _____ Which ones? _____ _____ _____			
246.12(i)	3. Current Vendor monitoring reports on file? # _____ Any outdated? # _____ Which ones? _____ _____ _____ _____ _____			

Regulation Reference	Item	Yes	No	Initials
246.6(b)(6) 246.25	B. Are monthly participation reports received on time? Comments:			
	C. Are daily log sheets received on a timely basis? Comments:			
246.13(a)	D. Are expenditure reports submitted on time in accordance with negotiated Agreement? Comments:			
	1. Are expenditure reports accurate? Comments:			
	2. Were any expenses since the last monitoring visit questionable? Describe (with date of report):			
246.14(c)(1)	E. Are nutrition education expenses documented?			
246.6(b)(6) 246.25 246.7(b)(4)	F. Are certification records received on a timely basis?			

Regulation
Reference

Item

Yes

No

Initials

1. Are they accurate and complete?
Comments:

246.12(N),(s)(ii)
246.13

- G. Are the draft exception lists kept up to date?
Comments:

1. Are the 60 day deletions kept up to date?
Comments:

2. How many stop payments and voids were received from this Agency in the last three months? _____
Comments:

246.12(i)(1)

- H. What problems with local vendors are evident from drafts cashed?

1. How has the local agency responded to notice of such problems, if any?

246.12(i)(2)

2. List specific high-risk vendors to be monitored:

Regulation Reference	Item	Yes	No	Initials
Title VI 1964 Civil Rights Act 246.4(a)(19)	I. What was the ethnic breakdown of participants as given in the last racial ethnic report? 1. How does this compare with the local population listed in the latest census report?			
246.3(b)	J. Were staff in attendance at the last state workshop? Comments:			
246.20(d)	K. When was the last independent financial audit conducted? _____ By whom? _____ Copy to State Agency?			
	L. Inventory Control Worksheet. List # of State owned equipment to be checked:			
	M. General comments to assist monitor: (Include note of any fair hearing claims, vendor or participant abuse cases, etc. in the last year, or anything else that should be monitored locally) including issues addressed in the last monitoring report or audit. Comments:			

Regulation
Reference

Item

Yes

No

Initials

Section II. Local Agency On-Site Review

A. Persons present at entrance conference.
Comments:

B. Facilities. (Repeat for each site)

1. Where is the clinic conducted?
Describe:

2. How close are the facilities to
adjunct health care?

3. Is space adequate for the WIC
activities?

4. What geographical area does this
clinic serve?

5. Is this consistent with the ser-
vice area of the Agreement?

- | Regulation Reference | Item | Yes | No | Initials |
|----------------------|---|-----|----|----------|
| 246.8 | C. Office Management | | | |
| | 1. Are the office hours posted?
List if different from state agency record: | | | |
| | 2. Are the Civil Rights poster and Fair Hearing procedure posted in a prominent place?
If not, where are they currently located?
Describe the problem with that location: | | | |
| 246.25
246.6(b) | 3. Are the following present easily accessible to staff:

a. Current WIC regulations?
b. Current State Plan?
c. Current Policies and Procedures Manual?
d. Copy of current satellite Agreement(s), if any?
e. Vendor files? | | | |
| 246.25(a) | 4. Is the file organization clear and understandable?

a. Do the files demonstrate coordination of data collection, if applicable?
Notes and comments on file organization: | | | |
| | 5. Are client files and certification record reports kept in a secure place (locked file, safe, etc.)?
Who has access? List:

_____ | | | |

246.13(a)

D. Inventory

1. Is state owned equipment tagged (greater than or equal to \$200)?
2. Can you account for all numbers listed on the inventory control worksheet?
List any that cannot be located.

3. If the equipment is not located in the WIC clinic area, where is it located?

_____ Location _____

_____ Location _____

_____ Location _____

Any comments about the operating condition of the equipment?

246.12

E. Drafts Management

1. Are drafts kept in a secure place (locked cabinet or safe)?
2. Who has access? List:

3. Is a physical inventory conducted every month to track draft usage and account for any discrepancies?

246.8
Title VI 1964
Civil Rights Act
246.4(1)(a)(16)

F. Civil Rights

1. Is the non-discrimination clause on all forms used by clients?
2. If there are significant number of limited English or non-English speaking participants, are adequate materials and translators available? Describe - attach samples if applicable:
3. Does the waiting list reflect the ethnic make-up of the currently certified eligible participants? If it does not, how does it deviate?
4. Are certification records for all participants denied program benefits on file?
5. Are denied applications disproportionately composed of minority applicants?
Comments:
6. Are these separate waiting facilities for the purpose of segregation?
7. Are operational procedures (certification process, office hours, etc.) designed in a manner that does not have the effect of discriminating against persons based on race, color, or national origin?

Regulation Reference	Item	Yes	No	Initials
246.12(f)(2)(x)(xv)	8. Are food vendors serving all persons equally and are WIC program participants treated the same as other customers? Comments?			
246.4(a)(7)	9. Are all potential participants advised of program availability and eligibility standards throughout the year?			
246.8 Title VI 1964 Civil Rights Act 246.4(a)(16)	10. Has training been provided and documented for all new employees and current employees to the extent that these persons are competent in Title VI Civil Rights Compliance and Enforcement? Describe the documentation:			
246.3(d)(4) Title VI 1964 Civil Rights Act	11. Does the staff reflect the minority make-up of the population?			
	12. Does the staff know the procedure for filing Civil Rights complaints?			
	13. Have any complaints of civil rights violations been filed against the agency since the last monitoring visit? a. If any, how did the L.A. handle the complaint? When was it received? When was it passed to the state office?			
246.7(d)(3) 246.7(f)	G. Waiting List 1. Is there a waiting list? a. How is it used? b. Are there any problems with it?			

2. How many are on the waiting list by each priority?

 I II III IV V

a. Average number of days on the waiting list for each priority?

 I II III IV V

246.7(K)

3. Are transfers and migrants placed ahead of all others on the waiting list?
Other comments on the waiting list:

246.6(b)(7)
246.13

H. Financial Management

Months and/or objects of expenditure chosen for sample audit? _____

1. Describe method of bookkeeping.

2. Are receipts on file to document expenditure reports?

a. Are they easily accessible?

b. Describe where and how they are filed:

246.14

3. Are all costs examined allowable WIC expenses?
If no, describe:

4. Do payroll time sheets support reimbursement requests?

Regulation Reference	Item	Yes	No	Initials
	5. Was all staff time charged to WIC actually spent on WIC program activities? Exceptions found:			
246.3(d)(4), (e)	I. Staffing			
	1. Is staff on payroll in line with staff authorized in current Agreement? If not, what is the discrepancy?			
	2. Does the local agency use volunteers or others not paid by WIC? If yes, in what capacities?			
246.4(a)(13)(iii)	3. What types of training are available to local WIC staff (for both new employees and in-service for staff). Describe:			
	4. Are there any staffing difficulties? Describe:			
246.12(f),(g)	J. Vendors			
	1. Have all eligible vendors been offered contracts at least once annually?			

246.12(h)

2. Describe the training that has been provided to vendors since the last monitoring visit.

a. When was the training provided?

b. What file documentation is there for vendor training?

3. When are the price lists updated?

a. Date(s) of the current price list(s):

General Comments:

246.12(k),(f)

4. Vendor Abuse/Problems

a. If there have been vendor abuse or problems, how has this agency attempted to solve the problem (list telephone, etc.). Describe the problem:

Regulation
Reference

Item

Yes

No

Initials

- b. Has the problem been resolved?
Is so, how?
- c. Date of last visit to this
vendor?
- d. Is documentation of the above
in the vendor's file?
- e. Did local agency staff request
state assistance for this
problem?
Any other problems? If so,
describe:

Any state staff recommenda-
tions:

- f. Attach monitoring notes of any
(high risk) vendors monitored
on this visit.

K. GENERAL COMMENTS

Persons Present at Exit Interview:

WIC State Staff Signature

Date

LOCAL AGENCY REVIEW OF THEIR OWN OPERATIONS

Purpose: Federal Regulations require that each agency establish a system by which they review their own program operations and that of their satellites annually.

What Criteria Shall Be Used for Review? The local agency may use the State's Monitoring Checklist, a modification thereof, or a system which they develop to review their program operations.

Documentation of Review: Local agencies shall maintain results of their reviews on file for review by the State team during the annual monitoring visit.

Local Agency Evaluation of the State Agency Program Operations

Purpose: To help the State Agency determine what services are needed by local agencies.

Who Completes: Local agency staff. It is not necessary that this report be signed.

When Completed: Once a year to be sent to the State Office by March 1.

The State Office will summarize results and send to local agencies for their information. The State Agency will also list how they will meet suggestions for improvement.

SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS & CHILDREN (WIC)
MONTANA STATE AGENCY EVALUATION

WIC PROGRAM _____ DATE: _____

LOCAL AGENCY EVALUATION OF STATE WIC PROGRAM OPERATIONS

INSTRUCTIONS: Please complete this form and return it to the State WIC Office by March 1, 198 . Please give a specific example when referring to a problem and your recommendation for a solution. Please confine your comments to the events in the last year and use additional sheets of paper as necessary.

I. ADMINISTRATION

- A. Has your agency had sufficient input on Montana WIC Program policies and procedures? If no, please give specific areas of concern. _____

- B. Monitoring of Local Agency Operations
1. Do you feel the most recent assessment is fair? If no, please specify concerns. _____

- C. Available State Forms
1. Which forms could be made better? Please give specific recommendations. _____

2. Are form orders filled promptly? _____ If no, please give specifics. _____
- D. Financial Assistance
1. Has your agency received adequate assistance in interpretation and utilization of financial reporting forms? _____
- E. Please list any suggestions for simplifying or improving the food delivery system. _____

II. COMMUNICATIONS

- A. Are collect telephone calls to the state office returned promptly? _____
- B. Are memos from the state office:
1. Clear and concise? _____ If no, give specifics. _____

2. Appropriately consolidated? _____ If no, give specifics. _____
3. Too many? _____ Not enough? _____
- C. Has the state office listened to your program needs and complaints and responded adequately? _____
- D. Have you received conflicting information from state agency staff? _____
If yes, please give specifics. _____
- E. Has the state agency staff been courteous in their communications with you? _____
If no, please give specifics. _____

III. TECHNICAL ASSISTANCE

- A. Has the state agency provided sufficient technical assistance in:
Interpretation of regulations? _____ If no, please give specifics. _____
- B. Responding to local agency requests in resolving monitoring visit recommendations? _____
- C. Is technical assistance "problem oriented," e.g., does it meet your agency's needs? _____ If no, please give specifics. _____
- D. Providing local agency training:
1. Please comment on the frequency and type of state agency workshops you would like to attend: _____
 2. Does state training meet your agency's needs? _____ If no, please give specifics. _____
- E. Please comment on content, quality and quantity of nutrition assessment materials provided by the state agency: _____

(Signature of Person Completing Form)

(Date Completed)

FORMS AND PAMPHLETS

INSTRUCTIONS FOR ORDERING

- A. Preprinted (supplied by the State)
- B. Special Orders

ORDER FORM

ORDERING FORMS AND PAMPHLETS

- A. Preprinted: Fill in order form and send original and yellow copy to State Office. Keep the pink copy for your records. Allow 2 weeks for delivery. Supplies should be reviewed and ordered quarterly. You should keep a 3-month supply on hand. Supplies will be sent to you with a copy of your order form.
- B. Special Orders: If local agency has developed a WIC Program form or pamphlet which meets a special need, it should first be sent to the SDHES for approval and printing.
1. Send the State Office a neatly typed original or camera-ready copy suitable for printing. Be sure to include the following statement: "Rules for acceptance in the WIC Program are the same for everyone, regardless of race, color, national origin, age, sex or handicap. If you feel you have been discriminated against in any USDA-related activity, write immediately to the Secretary of Agriculture, Washington, D.C. 20250."
 2. Specify the number of copies desired, weight and color of paper, whether form should be printed on front only, or front and back, and any other special instructions. Allow 4-5 weeks for printing and mailing if form or pamphlet is approved.

NOTE: Special printings are dependent upon available funds.

Certification Record - I. 3 part certification record form.
 Certification Record - II. Financial Statement.
 Certification Record - III. Participant Rights and Responsibilities.
 Log Sheets
 Progress Notes
 Infant Boys Height/Weight Growth Chart (0 to 36 Month)
 Boys Height/Weight Growth Chart (2 to 18 years)
 Infant Girls Height/Weight Growth Chart (0 to 36 Month)
 Girls Height/Weight Growth Chart (2 to 18 years)
 24-hour Recall and Diet History for Women
 24-Hour Recall and Diet History for the Child 1-5
 Infant Nutrition Assessment Form
 Prenatal Weight Gain Grid
 Prenatal Information Form
 Documentation of Prenatal Care Form.
 Nutrition Problems, Codes, Criteria and References for Public Health Nutrition Services. SDHES and
 MDA. Reference Document.
 Food Choices, The Montana WIC Program
 WIC Authorized Food and Price List
 WIC Vendor Application
 WIC Vendor Agreement
 WIC Vendor Monitoring Checklist
 Monthly Blank Sight Draft Inventory Report
 WIC Monthly Expenditure Report Form
 WIC Draft Receipt Forms
 Authorized Signature for Signing WIC Drafts
 Nutrition Care Plan Form
 Draft Exception List
 Vendor Collection Letter
 Stop Payment Request
 WIC Order Form
 WIC Participant Fraud Form
 Individual Fair Hearing Procedures
 Fair Hearing Card
 Release of Information Form
 WIC Ineligibility Notification Letter
 Participant Questionnaire (Re: Vendors)
 WIC Appointment Cards (Blue)
 WIC Brochure
 WIC Poster
 Civil Rights Poster "And Justice For All"
 Poster "We Accept WIC Vouchers"
 Vendor Invoice
 Order Form for Key Nutrient Pamphlets and Lesson Plans
 "The First Twelve Months." Infant feeding guide.
 Women: Foods for a Good Daily Diet
 Children: Foods for a Good Daily Diet
 Vendor Address Labels
 SDHES Address Labels

COMPLAINTS

- I. COMPLAINTS
 - A. Acceptance
 - B. Time Limit
 - C. Information
 - D. Minimum Information Needed
 - E. Reporting Format
 - F. Notify State Agency
 - G. State To Notify Local Agency
 - H. Investigation



COMPLAINTS

I. COMPLAINTS

- A. All written or verbal complaints about any part of the operation of WIC in Montana shall be accepted and processed within 30 days of receipt by the State or any local WIC agency.
- B. Any person alleging improper treatment, discrimination or other wrong doing must communicate to the State or any local WIC agency said mistreatment within 180 days of the alleged action. (See Page 29 of Section III.)
- C. All complaints, written or verbal, shall be accepted. Information submitted must be sufficient to identify the agency or individual involved.
- D. In the case of a verbal or telephone complaint, every effort should be made to collect the following:
 1. Name, address, and telephone number of complainant, or other method of contacting the complainant;
 2. Nature of the complaint;
 3. Vendor name, if involved;
 4. Local WIC agency, if involved.
- E. No specific reporting form is required. However, a full record of all contacts and activities related to the complaint must be maintained on file in the receiving agency's office in order to track the action taken to address the complaint.
- F. Local agencies shall notify the State Agency of any complaint(s) received and request guidance for disposition of the complaint.
- G. The State Agency shall notify a local agency of any complaint(s) received concerning their jurisdiction.
- H. Investigation and resolution of complaints will be handled on a case-by- case basis, with all pertinent facts considered.
- I. Complaints regarding discrimination will be processed according to the instructions provided in Paragraph E, Page XV-3, of the Plan.



SECTION XIII
NUTRITION EDUCATION

NUTRITION EDUCATION

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2. Local Agency Nutrition Education Plan	XIII-1
3. In-Service/Education of WIC Personnel	XIII-1
4. Responsibilities of Local Agencies in Achievement of an Effective In-Service Program	XIII-2
5. Determining/Meeting Educational Need	XIII-2
6. Participant Instruction	XIII-3
7. Nutrition Education Materials	XIII-4
8. Nutrition Education of Minority Populations	XIII-4
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10. Documentation of Nutrition Care	XIII-5

NUTRITION EDUCATION

1. Introduction

- a. Nutrition education is an independent component of the WIC Program, equal in importance to the provision of dietary supplements and dependent upon individual nutritional needs. It is provided as a benefit of the Program at no cost to the participant. Nutrition education within the WIC Program is designed to achieve the two broad goals of:
 - i. Emphasizing the relationship between proper nutrition and good health with special attention to the nutritional needs of pregnant, post-partum and breastfeeding women, infants, and children under five years of age, and
 - ii. Assisting the individual who is at nutritional risk to achieve a positive change in food habits, resulting in improved nutritional status and in the prevention of nutrition related problems.

2. Local Agency Nutrition Education Plan

- a. The local agency nutritional health plan is submitted as part of the local agency's grant application. The plan addresses the following areas:
 - I. Introduction. Scope of the Plan.
 - II. Evaluation of Previous Year's Nutritional Health Plan.
 - III. Interrelationship of Community Resources.
 - IV. Referral Agencies.
 - V. Description of Population Served.
 - VI. Data Describing Prevalences of Nutritional Problems.
 - VII. Objectives for Alleviating Nutritional Problems.
 - VIII. Materials and Resources for Nutrition Care of Clients.
 - IX. Nutrition Personnel.
 - X. Continuing Education and Training Needs of Nutrition Personnel.
 - XI. Programs/Services Budgets.
 - XII. References.

3. In-Service/Education of WIC Personnel

- a. Local agency staff involved in nutrition assessment and education will fulfill their need for continual improvement and increased knowledge, skills and abilities through training arranged and/or provided by the state agency WIC staff and local agencies supervisors. Responsibilities of the state agency in the provision of training opportunities include:
 - i. annual training session for local staff and others involved in nutrition assessment or education, designed to improve skills in these areas,

- ii. a nutrition communique, designed specifically as an update of current nutrition issues and concerns,
 - iii. on-going provision of pertinent professional reading and other material to agency nutritionists.
4. Responsibilities of the Local Agencies in the Achievement of an Effective In-Service Program include at a minimum:
- a. Encouragement of attendance by appropriate personnel at all training sessions offered or arranged through the state agency,
 - b. Completion, when requested, of evaluations regarding the content and benefit of education/training received,
 - c. Review of all recommended readings and nutrition background materials provided to local agency staff by the state agency,
 - d. Development and maintenance of an active system which makes available to all WIC staff the nutrition education materials provided by the state agency.
5. Determining/Meeting Educational Need
- a. The development of a plan of nutrition education for a client will best meet the individual's need if based upon the following:
 - i. Nutrition problems identified; based on the following data:
 - individual dietary history or dietary recall
 - anthropometric measures
 - biochemical tests
 - clinical assessment
 - ii. Care Plan
 - Each individual client will have a care plan which addresses the nutritional problem identified by the competent professional authority, based on the data i.
 - This plan will include intervention, appropriate referral, and follow-up.
 - iii. Professional's evaluation of likely response to individual versus group counseling, provision of reading materials, level of interest and comprehension, etc.
 - iv. Client's verbal expression of needs.
 - b. Individual clients shall not be denied supplemental foods for failure to attend or participate in nutrition consultation or education activities.

- c. The plan for education over the six month certification period is arranged with the client at certification and agreed upon as a mutual responsibility to be accomplished through the program. Schedule for educational contacts will be determined at the time of certification and explained to the client.
- d. In-home education sessions are conducted for high-risk participants when necessary.
- e. The plan for education will be supported by other involved health professionals and appropriate agencies.
- f. Client progress in meeting the agreed goals of the care plan will be evaluated at the clinic visits and at time of recertification.

6. Participant Instruction

- a. During each certification, all adult participants, the parent/guardian of infant and child participants, and the children themselves when possible, are provided, through individual or group sessions, a minimum of two contacts as defined in the federal regulations.
- b. A client contact must be made at the time of certification, and must include all of the following:
 - i. Explanation of the client's nutritional risk condition and ways to achieve adequate nutritional status and diet.
 - ii. For parents/guardians of clients, guidance in meeting the dietary needs of the participant by a method appropriate to the infant's or child's development, i.e., recommended infant feeding practices.
 - iii. The nutritional contribution of the supplemental foods.

The importance of supplemental foods being consumed by the client for whom they are intended in order to alleviate the particular health condition.
 - iv. The purpose and benefit of WIC as a supplemental food program.
 - v. For all pregnant women, encouragement to breast feed.
- c. The contact must be specifically and directly relevant to the identified nutrition problems, and must be appropriate to the client's needs.
- d. Important nutrition information is also sent to the participant's primary health care provider whenever appropriate.
- e. Additional client contacts must consist of instruction on one or more of the identified problems discovered at the time of certification, plus additional nutrition topics at the local agency's discretion:

- i. The participant's particular nutritional needs according to the category of eligibility, that is, pregnant, breastfeeding, post-partum woman, and infant or child.
- ii. The relationship of diet to health.
- iii. The benefits of consuming a variety of foods in addition to those provided by the program.
- iv. Nutrients of special interest or need to the participant.
- v. Desirable changes in eating patterns and methods for accomplishment.

7. Nutrition Education Materials

- a. The following reference books and materials have been supplied by the Department for use in nutrition consultation to WIC clients, and must be located on-site at each local agency:
 - i. Frankle, R.T. and Owen, A.Y., Nutrition in the Community. The Art of Delivering Services, C.V. Mosby Co., St. Louis, MO., 1978.
 - ii. National Research Council, Food and Nutrition Board, Alternative Dietary Practices and Nutritional Abuses in Pregnancy. Summary Report., National Academy Press, Washington, D.C., 1982.
 - iii. Paige, David M., Clinical Nutrition, Manual of Clinical Nutrition Supplement Vol. 3, No. 3, May/June, 1984.
 - iv. Pipes, P.L., Nutrition in Infancy and Childhood, 2nd edition, C.V. Mosby Co., St. Louis, MO., 1981.
 - v. Reese, J. and Manahan, K., Nutrition in Adolescence, C.V. Mosby Co., St. Louis, MO., 1984.
 - vi. Twin Cities Diabetic Association, Manual of Pediatric Nutrition. Minneapolis, Minnesota. 1983.
 - vii. U.S. Dept. of Health and Human Services, Public Health Service Centers for Disease Control, Nutrition Division, Health Services Administration, Bureau of Community Health Services, Weighing and Measuring Children: A Training Manual for Supervisory Personnel, Atlanta, GA., and Rockville, MD. November, 1980.

8. Nutrition Education of Minority Populations

- a. In providing equal and satisfactory nutrition education to migrant, Indian, South East Asian, and other minorities, all of the policies and procedures regarding instruction, participant input, and monitoring of the educational process apply to the servicing of minorities within the WIC Program.

- b. Educational materials at the local agency can be made available in foreign print as needed. Formal education for migrants is provided by bilingual staff as necessary.

9. Client Input In Nutrition Education

- a. Clients are provided the opportunity for input into the nutrition education component of the WIC Program through the following practices:
 - i. Elicitation of client desires for receiving education on a particular topic (design of the individual education plan) at the time of certification.
 - ii. Provision of opportunity for written comment and evaluation at least annually.
 - iii. Provision of opportunity for verbal comment or professional questioning at all clinic visits.
 - iv. The nutritionist consults with the client prior to establishing an individual nutrition care plan in order to best determine concerns, educational needs, and willingness of the individual.
- b. A program evaluation form to be completed by participants is distributed to all local programs in January. The information is reviewed by the local agency and returned to the state agency for evaluation and for final review and compilation.

10. Documentation of Nutrition Care

- a. Documentation of the consultation or educational contact must be made in the client's record, and is retained as part of the client file. Either a nutrition care plan form or the progress notes may be used for this documentation. Where the information is located on the record is up to the local agency discretion, but should be consistent. For each contact, the following items must be recorded:
 - i. The date, including the year.
 - ii. The name of the individual receiving the education; (will be different than the participant's name in the case of an individual, an infant or child).
 - iii. The content.
 - iv. The educational setting, i.e., individual or group or in-home session.
 - v. The initial of the staff person providing the education. This is not done until the participant has actually received the education. This serves to verify receipt of the education. The participant's refusal or inability to attend or participate shall also be documented.



SECTION XI

FINANCIAL MANAGEMENT

7 CFR 246.4(a)(12)

XI. FINANCIAL MANAGEMENT SYSTEM

A. Description of System

1. State Agency Responsibilities:

- a. Make drawdowns against the letter of credit by "Request for Funds" form TFS-5805. The amount of funds spent to date, as taken from SBAS (Statewide Budget and Accounting System) printout information, is subtracted from the accumulated total of all funds received to date and on hand at the beginning of the fiscal year. When this amount is low a request is made to USDA for the estimated amount needed for no more than 3 days of operation.
- b. Determine distribution of food dollars and administrative funds to Local Agencies. Administrative funds for Local Agencies are determined by review of local program operations and local budget requests.
- c. Set up encumbrances upon negotiation of Local Agency contracts. Once contracts have been negotiated and signed by all parties, the State Agency sets up an encumbrance for the total administrative funds to be used by the Local Agency for the contract period. Contracts in use are indicated in Appendix 19 and 20.
- d. Pay Local Agencies monthly in accordance with contract on expenditure report and vendor invoice requests. Local Agencies must send in expenditure reports with an accompanying vendor invoice for the previous month's expenditures by the 15th of the next month, unless other arrangements have been made. Transfer warrants are used by the State Agency and payments are received by the Local Agencies within the same month.
- e. Maintain documented, accurate and ongoing reports of State Agency expenditures via the SBAS system. Financial records are maintained which account for all expenditures and letter of credit withdrawals for the Montana WIC Program. The SBAS System meets all basic accounting principles as outlined in OMB Circular A-102. The accounting system complies with all general legal provisions and fully discloses the financial position and results of financial operations of the WIC Program.

The accounting system is organized on a fund/account basis (accounting entity). An accounting entity is defined as an independent fiscal entity with a self-balancing set of accounts provided to record assets or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific governmental activities or attaining certain objectives in accordance with specific regulations, restrictions or limitations.

All financial records and reports are prepared at least monthly and at the close of each fiscal year covering all accounting entities and financial operations of State government.

As a rule, expenditures are charged to the fiscal year in which they were incurred. Expenditures are recorded on the basis of valid obligations when contractual agreements overlap fiscal periods.

- f. Determine budget for State Agency (see Section I, The 1988 Plan).
- g. Operate data processing system for reconciliation of vouchers.
- h. Pay food vendors.
- i. Notify and request prior approval from FNS for any equipment purchases exceeding \$500.00
- j. The Property Accountability Management System (PAMS) is the inventory control system utilized by the Montana WIC Program. Entries to PAMS are listed as a subsystem to the Statewide Budgeting and Accounting System (SBAS).

The PAMS System lists:

- | | |
|----------------------------|---------------------|
| a. Description of Purchase | g. Funding Source |
| b. Inventory Number | h. Inventory Date |
| c. Cost | i. Condition |
| d. Acquisition Data | j. Estimated Life |
| e. Used or New | k. Program Assigned |
| f. Location | |

Local agency procurement procedures are listed on page III-C-31 of the WIC Policies and Procedures Manual.

3. Local Agency Responsibilities:

- a. Submit line item budget requests for the contracting period following guidance provided by the State Agency.
- b. Submit monthly expenditure reports and vendor invoice requests for payment.
- c. Implement a financial management system that allows for accurate, documented, on-going financial information on WIC funds received and expended.
- d. Provide accurate data for inclusion in the certification and accounting systems by the State Agency..
- e. Submit Nutrition Education accounting data during September, 1988, in the format described in Appendix 11.

SECTION XII

DISTRIBUTION OF ADMINISTRATIVE FUNDS

7 CFR 246.4(a)(13)

XII. DISTRIBUTION OF ADMINISTRATIVE FUNDS

A. Start-up Funds

1. If and when expansion monies are available, any new local agencies will receive start-up funds in accordance with DHES contractual policy and applicable state law.

B. Advances

1. Advances are provided to local agencies in accordance with standard contractual, encumbrance, and recovery policies of DHES.

C. Administrative and Program Services Costs

1. Administrative awards to local agencies will be based upon prior year expenditures and a review of the cost-efficiency and cost-effectiveness of agencies including at a minimum, the following:
 - a. Current staffing ratio for both certification and assessment and nutrition education for your projected caseload;
 - b. Administrative cost per participant;
 - c. Utilization of in-kind services;
 - d. Administrative monitoring results and corrective action plan completion;
 - e. Plan for reaching high-risk participants (Priorities I, II, and III).
2. In addition, all local agencies will be evaluated subjectively by State Agency staff in relation to actual expenditures; our knowledge of recruitment activities and staff needs; number of migrants served and clinics required for migrants; proposed budgets; and any other pertinent special needs. This review will constitute the basis for "discretionary awards."
3. The base grant and discretionary awards will be added together to arrive at a total for a given fiscal year.

SECTION XIII

FOOD DELIVERY

7 CFR 246.4(a)(14)

XIII. FOOD DELIVERY SYSTEM

A. Current System in Use

1. State Agency Responsibilities:

- a. Provide a uniform food instrument (FI) which is similar in appearance to a check. This document is used by all Local Agencies. They are printed in duplicate and have a unique numbering system - numerical sequence, by project number. The date of issue, which is entered by local agency personnel is the first date the FI can be used by the participant. The last date the FI can be used to purchase the authorized supplemental foods is 30 days from the date of issue and is also entered on the face of the FI by the project staff.

The FI shows the maximum value as \$50.00 and lists the foods authorized by generic and/or brand name, amounts and estimated price. Space is provided for signature of the participant. The first signature is obtained when the FI is issued; the second is obtained when the participant purchases the allotted food. This signature is used by the food vendor for verification of identification.

WIC FI's contain pre-printed numbers at the bottom of the FI (magnetic ink character recognition - MICR). These pre-printed numbers identify the Federal Reserve Bank, the local bank and the account number. After the FI is paid, the amount paid is added by the bank. This coding allows FI's to be sorted in clinic through the use of the county numbering system, one (1) through fifty-six (56), and seven additional numbers representing reservation programs.

- b. Maintain an inventory of FI's on hand and order replacement FI's as needed.
- c. Payment to food vendors in a timely manner. The food vendor is reimbursed when he presents the WIC FI to his bank for payment within 90 days from the date of issue. The FI's are then presented through the Federal Reserve System to Norwest Bank of Helena, with whom we contract to perform services. A contingent revolving fund has been established for the WIC Program at the Helena bank. Each day the bank presents the State Office with a statement showing the amount of FI's paid. The bank is reimbursed for this amount through the use of a telephone transfer system.
- d. Reconciliation of Food Instruments
 - (1) FI numbers, estimated prices and county/reservation coding information are entered into the data system from the log sheets received daily from local projects.

- (2) Norwest Bank provides paid data including FI number, county/reservation coding and amounts via electronic data transfer daily with a request for input into the data system.
- (3) The issued and paid FI information are reconciled each week upon request of WIC staff, and a printout is sent to the WIC program.
- (4) Upon receipt of this printout, the following lists are checked for errors:
 - (a) Control Totals: These are comprised of current-week and current month issued, paid totals, and outstanding issued per project. The control totals also give the number of FI's issued and paid per week and month.
 - (b) Exception List: These lists show the estimated and paid total of any FI paid over the estimate by more than 10%, or under the estimate by more than 10%. This can occur if: 1) the log sheet is completed incorrectly; 2) the FI has an addition error; 3) the vendor has allowed the participant to receive more than the allotted amount of food; 4) or the agency's price list is not up-to-date. These lists also show the corrections that have been made from data entry errors on issued or paid FI's. All FI's cashed over the maximum limit also show up on the exception list.
 - (c) Unmatched Paid List: This is a list of any paid FI which does not have a corresponding issue date. When the reason has been identified as to why the FI's are on this list, the necessary corrections are made for input into the next data printout.
 - (d) Outstanding Issued List: The issues on this list show the project, number and amount of the FI. They remain on this list until the matching FI is redeemed. If not redeemed within 60 days, the issued FI is deleted and is then reported on the deletion list.
 - (e) Over-60-Day Deletion List: The issued FI's which are 60 days old are reported on that week's data processing output. Each project receives a copy of the control totals, the over-60 day deletion list, and the exception list each week for their project. These are followed up by local personnel.

- e. A monthly close-out is reported on the FNS-498 (Monthly Financial and Program Status Report). The Montana WIC Core Accounting data system provides this information ninety days after the month being closed. The information for any month closed out includes whether or not every issued draft has been redeemed, expired, voided, or payment has been stopped. Records in support of the FNS-498 are maintained in the State WIC Office.
- f. Vendors who untimely submit over \$200.00 worth of FI's for payment must await FNS approval through the State Agency before payment.

2. Local Agency Responsibilities:

- a. To issue FI's to eligible participants for authorized foods. Local staffs fill in the FI with the date of issue, the date no longer valid, the food vendor of the participant's choice, the supplemental food authorized, the cost estimate of each food, and the total estimated price in the spaces provided. The staff member signs the FI and obtains the signature of the participant. The participant then receives the original of the FI. The copy of the FI retains a copy of the signature of the participant, and these copies are retained in the family folder for six months and then discarded. The vendor fills in the "pay exactly" column (see Vendor Agreement in Policies and Procedures Manual).
- b. Fill out log sheets on issued FI's and send them to the State Agency daily.
- c. Obtain quarterly (or more frequently, as necessary) price lists from local vendors for use in filling out prices on the FI. It is important that prices used are as current as possible so that the over estimate rate can be closely controlled.
- d. Maintain inventory of FI's on hand and notify the state office when supplies are low.
- e. Keep FI's locked up in a secure place. Local Agencies are responsible for stolen or lost FI's via the Local Agency Agreement (see Policies and Procedures Manual). They are also responsible for reporting lost or stolen FI's to the State Agency so the State Agency can handle the stop payment procedures.

B. Vendor Selection Criteria

(Please see pages VIII-22 and VIII-23 paragraphs 6 and 7 of Procedure Manual.)

C. Sample Written Agreement


(Please see pages VIII-9 - VIII-12 of Procedure Manual.)

D. Food Vendor Monitoring

(Please see pages VIII-15 - VIII-20 paragraphs 4 and 5 of Procedure Manual.)

E. Food Instrument

1. A facsimile of the Montana WIC Program food instrument is below:

STATE OF MONTANA WIC PROGRAM		GOOD FROM _____ TO _____	93 29 920
WOMAN	QUANTITY	COST	 141-07651 PAY TO THE ORDER OF _____ PAY EXACTLY \$ _____ \$50.00 MAXIMUM VENDOR MUST DEPOSIT WITHIN 60 DAYS FROM DATE OF ISSUE VOID WIC CUSTOMER SIGNATURE _____ VOID WIC CUSTOMER COUNTERSIGNATURE _____ NOT TO EXCEED 10% ABOVE TOTAL ESTIMATED PURCHASE PRICE
CHILD	FORMULA, Iron Fortified		
INFANT	— LB POWDERED		
	— FL OZ CONC		
	MILK, fluid		
	— GALLONS		
	— GALLONS		
	MILK, dry powdered		
	CHEESE		
	EGGS, Large "AA"		
	INFANT CEREAL		
	CEREAL — OZ NET WT		
	— OZ NET WT		
	JUICE, 48 FL OZ		
	12 FL OZ FROZEN CONC		
	DRIED BEANS OR PEAS		
	PEANUT BUTTER		
	ESTIMATED PURCHASE PRICE	\$ _____	

WIC CUSTOMER SIGNATURE _____

 WIC CUSTOMER COUNTERSIGNATURE _____

141-07651 092000296 025 28

F. Reconciliation of Food Instruments

(Please see XIII, Food Delivery System, (A)(i)(d), above.)

G. Procedures to Pay Food Vendors

(Please see XIII, Food Delivery System, (A)(1)(c), above.)

H. Companies With Whom the State Agency Contracts

1. DHES currently contracts with Norwest Bank of Helena.

I. Plans for Improving Vendor Monitoring

1. Goal: To enhance preventive measures for reducing vendor abuse.

a. Objective: By October 31, 1987, adopt a statewide Educational Buy Program for monitoring and training all high-risk vendors.

- b. Objective: By October 31, 1987, improve on-site representative monitoring by including a comprehensive review of vouchers on hand at each vendor, thoroughly investigate client or staff complaints since previous monitoring, and require immediate follow-up to a corrective action plan.
- c. Objective: By September 30, 1988, offer WIC Vendor Education Exhibits to all major Montana food distributor associations.
- d. Objective: By December 31, 1987, analyze the Vendor Activity Summary Report for additional statistical applications in identifying and prioritizing vendors suspected of fraud and abuse.
- e. Objective: By December 31, 1987, develop a client survey questionnaire to be distributed on an annual basis to all WIC participants. The survey should point out possible vendor abuse and focus future training efforts on specific vendor problems.

SECTION XIV

DUAL PARTICIPATION

7 CFR 246.4(a)(15)

XIV. DUAL PARTICIPATION

A. Description

Each month a report of possible dual participants is generated as a part of the certification data output. Three copies are received for distribution to both local agencies involved and a file at the State Agency.

All clients receiving drafts are compared for birthdate, sex, last name, and first four initials of the first name. When a potential case of dual participation is identified, information about the situation, including drafts issued, clinics where drafts were issued, dollar amount, county of client residence, etc., is included in the report.

B. Process

All reports are reviewed by State Agency staff to screen out obvious inconsistencies like clinic errors and twins. Then an initial telephone contact is made with the local agencies involved to further screen out naturally occurring similarities.

Once potential dual participants are clearly identified, a copy of the report is sent to the local agency for follow-up and action.

C. Action

Once the local agency is notified about a possible dual participant, steps outlined in paragraph C, page X-83 of the Manual are implemented.

SECTION XV

CIVIL RIGHTS

7 CFR 246.4(a)(16)

XV. CIVIL RIGHTS REQUIREMENTS

A. Requirements

No part of the administration or service of the WIC Program in the State shall exclude from participation in, deny the benefits of, or subject to discrimination any person on the grounds of race, color, national origin, age, sex or handicap.

In addition, Montana law requires no discrimination on the basis of religion, creed, political ideas, or marital status. (MCA 49-2-303) Program operations shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, 7 CFR Parts 15, 15a, and 15b, and FNS instructions.

B. Public Notification

1. Outreach and Referral: Once a year all Local Agencies are required to publicize the availability of benefits and eligibility criteria to the general public. Agencies and private groups serving minority populations are included in the outreach and referral network. State and Local Agency responsibilities in this area are described in this section of the State Plan.

When new sites or programs open or change hours of operation, the Local Agencies involved are required to inform the public of those changes.

During and just prior to the migrant season, special outreach efforts are made to inform migrants of the availability of the program. Outreach and referral activities are monitored by the State Agency staff during the on-site monitoring visit and in the review of the annual nutrition education plan which contains an outreach and referral segment.

All outreach materials shall contain a civil rights statement to the effect that: This is an equal opportunity program. If you believe you have been discriminated against because of race, color, national origin, age, sex or handicap, write immediately to the Secretary of Agriculture, Washington, D.C. 20250.

2. Bilingual Staff and Materials: Bilingual staff or interpreters are available for WIC projects serving participants who speak Vietnamese, Laotian, Crow and other Native American dialects. Spanish speaking staff is available during the migrant season for those programs serving migrants.

Nutrition education materials are available in Spanish, Laotian and Vietnamese. Also available is the Participants' Rights and Responsibilities form in Spanish and Vietnamese.

3. Non-discrimination Policies and Procedures. All Local Agencies must display the poster "And Justice for All" in a place where it can be easily seen by participants and potential participants.

WIC's non-discrimination policy is printed on the WIC Questionnaire- Certification Form, WIC brochures, press releases and any materials that are seen or used by the participants or general public.

The Fair Hearing Procedures and Discrimination Complaint are provided to participants when they are determined ineligible for the program. These are described in the State Plan, Section One. Ineligible persons are provided with WIC regulations and pertinent policy statements upon request.

Participants are informed of their rights and responsibilities on the Questionnaire-Certification Forms and the Participants' Responsibility Form.

C. Compliance Review

1. Local Agency Reviews

State Agency staff reviews all Local Agencies and at least 25% of their sites annually. The monitoring checklist includes questions on civil rights. During the on-site visit the state staff checks the ineligible file for possible discrimination and checks on accuracy of data collected for the most recent FNS 191 Racial/Ethnic Report. The State staff makes recommendations to Local Agencies based on monitoring findings. Local Agencies are required to respond to the recommendations with their corrective action plans which have been developed with input of State Agency staff. A follow-up on their action is accomplished through additional conversations, correspondence or visits as necessary. Copies of these reports are in the files at the State and Local Agency.

All findings of non-compliance or probable non-compliance related to Title VI will be forwarded to the Regional Administrator, MPRO.

2. Preaward Reviews of Potential Local Agencies

As part of the application review process, State Agency staff will review applications according to the criteria outlined in FNS Instruction 113- 2, IX, A, 2.

3. Vendor Reviews

All Local Agencies review every vendor agreement annually. Exceptions to this policy must be approved in writing by the State Agency. All vendor agreements contain a non-discrimination statement.



D. Data Collection

Local Agencies are responsible for the collection of racial/ethnic statistical information. The procedures used by the Local Agencies are described below.

The Local Agency staff mark the Racial/Ethnic category of applicants on the WIC Certification Record Form at the time of application. The applicants are instructed that the data is used for reporting purposes only, and not for the purpose of determining eligibility.

Local Agency staff transfer this information to the State Agency at the end of the clinic day when food vouchers are issued. The information is transferred to the FNS Form 191 annually by the State Agency unless otherwise ordered by the Regional Office. FNS Form 191 reflects only those actually receiving drafts, not all those actually certified. Data is maintained for three years. This data is available only to authorized personnel as a safeguard to prevent its use for discriminatory purposes.

E. Complaints

Anyone alleging discrimination based on race, color, national origin, sex, age or handicap has the right to file a complaint. All complaints written or verbal shall be accepted and forwarded immediately to the Secretary of Agriculture or Director, Office of Advocacy and Enterprise, USDA, Washington, D.C. 20250.

Any complaint regarding religion, creed, political ideas, or marital status will be handled locally according to Montana law and procedure.

F. Civil Rights Training

The State Agency will update local Agency staff by mail. The update shall include all aspects of program operations, particularly:

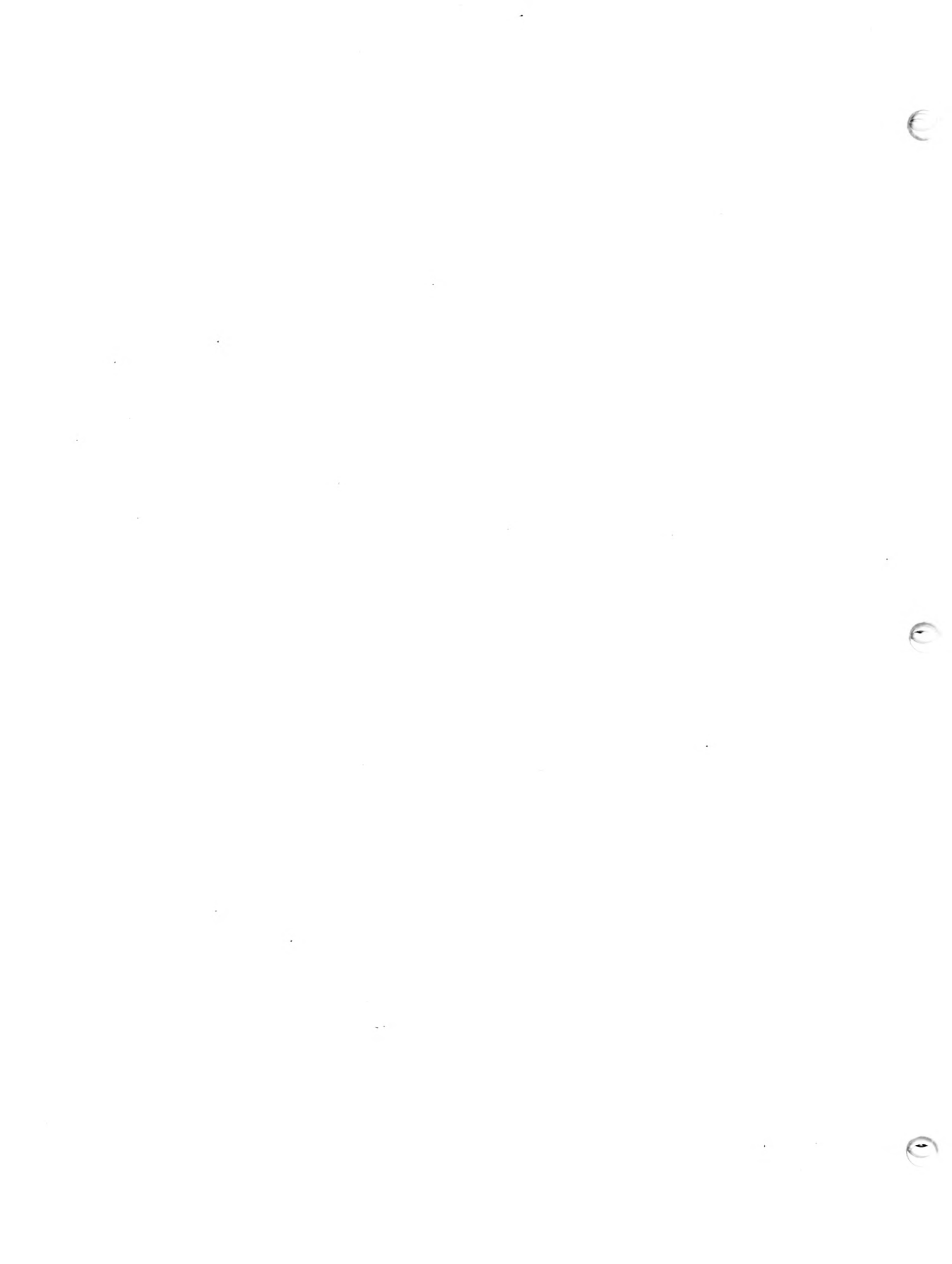
1. Collecting and using data.
2. Effective public notification systems.
3. Complaint procedures.
4. Review techniques.
5. Resolution of non-compliance, including development of an action plan.



G. Assurances

All agreements entered into between the State Agency and Local WIC Agencies contain assurances of Title VI compliance. Local Agencies are monitored by the State to assure compliance to all terms in the agreements.

A signed assurance by DHES that the agency shall comply with Title VI is found in Appendix 10.



SECTION XVI

FAIR HEARINGS

7 CFR 246.4(a)(17)

XVI. FAIR HEARINGS

A. Fair Hearing Procedure for Individuals

1. State Agency Responsibilities:

- a. All requested fair hearings will be conducted by the DHES within three weeks of the date the Department received the request for the hearing. Those requesting the hearing shall be notified in writing a minimum of ten days in advance of the time and place of the hearing and of the hearing procedure. The hearing will be conducted in accordance with 7 CFR S. 246.9. The hearing will be conducted by a fair and impartial hearing official, and the appellant shall be notified in writing of the decision of the hearing official and reasons for it within 45 days of the receipt of the request for a fair hearing. All decisions shall be based on facts found in the hearing record alone, and the parties will be notified of their right to appeal the decision to district court within 30 days. The hearing official's decision is binding on the State Office and Local Agency, and if in favor of the appellant, program benefits shall begin for an applicant and continue for a participant within the 45 day limit.
- b. If the decision is in favor of the Agency, any benefits continued shall be terminated as decided by the hearing official.
- c. All records of the hearing shall be retained in accordance with 7 CFR S. 246.15, and shall be available to the appellant or representative.

2. Local Agency Responsibilities Include:

- a. Informing each program applicant or participant of the right to a fair hearing at initial and subsequent certifications.
- b. Notifying, in writing, applicants found ineligible; a copy must be retained for Local Agency files.
- c. Notifying in writing, each participant found ineligible at any time during a certification period. A copy must be kept in their files. The participant needs to be notified a minimum of 15 days prior to termination of program benefits. They must also be informed of their right to a fair hearing.
- d. Notifying each participant at least 15 days before the expiration of each certification period that the period is about to end. Local agencies, at the time of application or when notifying persons found ineligible of their right to a fair hearing, shall advise them of the method of

requesting the hearing, and their right to be represented at the hearing by a friend, legal advisor, or other representative of their choice, and give them a summary of the hearing process.

- e. Local agencies shall advise those found ineligible that they have up to 60 days from notification of ineligibility to request a fair hearing from the State Department of Health and Environmental Sciences. The request for hearing is defined as any clear expression by the individual, guardian or other representative that an opportunity to present its case to a higher authority is desired.
- f. If a hearing is requested within the 15 day period by participants found ineligible at any time during a certification period, benefits will be continued or reinstated until a decision is reached in accordance with 7 CFR §. 246.9 or the certification period expires, whichever occurs first. Applicants who are denied benefits at initial or subsequent certifications shall not receive benefits while awaiting the hearing. Local agencies should obtain legal counsel to represent the program if a hearing is requested.
- g. A request for hearing shall not be dismissed or denied unless:
 - 1) The request is not received within 60 days from notification of ineligibility; or
 - 2) The request is withdrawn in writing by the appellant; or
 - 3) The appellant or appellant's representative fails, without good cause, to appear at the scheduled hearing; or
 - 4) The appellant has been denied participation by a previous hearing and cannot provide evidence that circumstances relevant to Program eligibility have changed in such a way as to justify a hearing.

TIME SEQUENCE FOR FAIR HEARING

<u>ACTION</u>	<u>PARTICIPANT</u>	<u>STATE/LOCAL AGENCY PROCEDURE</u>
Participant notified ineligible for WIC benefits.	Participant has 60 days to request fair hearing.*	Local Agency must provide participant with fair hearing card & follow procedures outlined in Policy & Procedure Manual.
Participant requests fair hearing to State Agency within 60 days.	Participant will receive 10 days written notice of time and place of fair hearing within 3 weeks of request.	Local Agency obtains legal counsel to represent program at hearing within 3 working days of receipt of hearing request.
Fair hearing is held in county where participant resides.	Within 45 days of original request participant will receive decision by hearings official.	State Agency send (to participant within 45 days) decision by hearings official.
Participant appeals decision.	Request must be made to District Court within 30 days of receipt of written notification of decision.	State Agency notifies Legal Division of appeals request.

*The participant who is terminated during a certification period and requests a fair hearing within 15 days of termination will continue receiving benefits until a hearing decision is made.

B. Appeals By Local Agencies and Food Vendors

1. Local Agency Responsibilities:

Informing the food vendor, in writing, of the right to a fair hearing. The fair hearing should be requested within 60 days of the date of denial or termination. The Local Agency shall immediately notify the State Agency of a vendor's request for a fair hearing. The Local Agency shall also inform vendors of their rights in accordance with WIC regulations.

2. State Agency Responsibilities:

The State Agency, upon request for a hearing by either food vendor or Local Agency, shall schedule a hearing and inform the Local Agency or food vendor of the time and place, giving the food vendor or Local Agency adequate advance notice. The State Agency shall advise the aggrieved agency of their rights under the regulations. The hearing shall be conducted in Helena and the Local Agency or food vendor will be informed in writing of the decision and its basis within 60 days of the date of the request for a hearing. The hearing shall be conducted by a fair and impartial official, whose decision shall rest solely on the evidence presented at the hearing and statutory and regulatory provisions governing the program. The procedure for the hearing shall provide at a minimum to the Local Agency or vendor:

- a. Adequate advance notice of the time and place of the hearing to provide all parties involved with sufficient time to prepare for the hearing.
 - b. The opportunity to present its case.
 - c. The opportunity to confront and cross-examine adverse witnesses.
 - d. The opportunity to be represented by counsel, if desired.
 - e. The opportunity to review the case record prior to the hearing.
 - f. The opportunity for two re-scheduled hearing dates.
3. Adverse action taken by the State Agency or Local Agency shall be postponed until a hearing decision is reached. All appellants denied program benefits at the State level shall be informed in writing, along with the decision of the hearing officer, of their right to appeal the decision to a district court within 30 days of receiving the written notice.
4. Vendors shall be given 15 days advance notice of any adverse action; including written notice of the action; cause(s) for and the effective date of the action.

5. Local agencies shall be given 60 days advance notice of any adverse action, including written notice of the action, cause(s) for and the effective date of the action.
6. Vendors shall be given not less than 15 days advance written notice of expiration of the agreement.
7. Expiration of a contract with a local agency or vendor shall not be subject to appeal.

SECTION XVII

TARGETING

7 CFR 246.4(A)(18)

XVII. TARGETING BENEFITS TO ELIGIBLE PERSONS

- A. Outreach through networking with agencies, groups and individuals as described in Section VII, Availability of Program Benefits, will be the preferred method of targeting benefits.
- B. The State Agency has contacted other state WIC agencies for public service announcements that have been developed for high risk persons, receiving a series of television spots that are available to local Montana WIC Programs.
- C. The State Agency will continue to seek out materials and work with agencies such as the Montana Perinatal Program and the Montana Coalition for Healthy Mothers/Healthy Babies to assure that early enrollment of high risk individuals into the WIC Program takes place.
- D. The State Agency will continue to work cooperatively with the Montana WIC Medical Advisory Group to ensure professional recognition of the targeting of benefits.
- E. The State Agency will use other available media in outreach activities, such as newspapers, newsletters, and radio.
- F. The State Agency, recognizing the importance of agency/Program cooperation, will continue to use available opportunities to educate other health professionals to the WIC objective of targeting benefits.

SECTION XVIII
POLICY STATEMENTS

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Effective July 1, 1987, the income guidelines for WIC participants is based on 185% of poverty as follows:

<u>Family Size</u>	<u>Yearly</u>	<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>
1	\$10,175	\$848	\$392	\$196
2	\$13,960	\$1,141	\$528	\$264
3	\$17,205	\$1,434	\$662	\$331
4	\$20,720	\$1,727	\$798	\$399
5	\$24,235	\$2,020	\$934	\$467
6	\$27,750	\$2,313	\$1,068	\$534
7	\$31,265	\$2,606	\$1,204	\$602
8	\$34,780	\$2,899	\$1,338	\$669
Each additional family member add:	+ \$3,515	+ \$293	+ \$136	+ \$68

REFERENCES:

Federal Register, Friday, May 15, 1987



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Migrant workers who present current and official Verification of Certification (VOC) cards will be issued food instruments at local WIC offices in Montana.

1. Each local agency's designated representative should examine the VOC card and determine the applicant's eligibility.
2. In each case, the local agency shall record the issuing agency's name, address, and phone number and place it in the applicant's family file folder.
3. Immediately return the VOC card to the applicant.

REFERENCE:

7 CFR 246.7(k)



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Each local WIC agency is assigned a maximum number of certified eligible persons for the period July 1, 1987 through June 30, 1988, as follows:

<u>County/Reservation Agencies</u>	<u>Limit of Persons Certified Eligible (per month)</u>
Big Horn.....	180
Blackfeet.....	850
Broadwater.....	100
Cascade.....	1,200
Chouteau.....	80
Crow Reservation.....	600
Dawson.....	210
Deer Lodge.....	275
Flathead County.....	575
Flathead Reservation.....	500
Fort Belknap.....	275
Fort Peck.....	800
Gallatin.....	750
Glacier.....	80
Granite.....	50
Hill.....	340
Eastern Plains.....	320
Lake.....	350
Lewis & Clark.....	900
Lincoln.....	225
Missoula.....	1,810
Northern Cheyenne.....	450
Pondera.....	55
Richland.....	155
Rocky Boy.....	275
Sanders.....	200
Silver Bow.....	1,035
Stillwater.....	100
Teton.....	85
Valley.....	175
Yellowstone.....	<u>1,400</u>
State Total.....	14,400

REFERENCE:



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Criteria for certification of applicants for WIC benefits will be assessed by local agencies as follows:

1. Summary of Certification Periods or Intervals:
 - a. Pregnant women shall be certified for the duration of their pregnancy and for up to six weeks postpartum.
 - b. Breastfeeding women shall be certified at intervals of approximately six months ending with the breastfeeding infant's first birthday.
 - c. Infants shall be certified at intervals of approximately six months, except those Priority II and Priority IV.
 - d. Children shall be certified at intervals of approximately six months and ending with the end of the month in which a child reaches the fifth birthday.
 - e. Migrant and Priority I pregnant women must be given notice of eligibility or ineligibility within 10 days of date of first request for benefits. Expedited service is required.
2. 30-Day Leeway in Certification Dates: A time variation of plus or minus 30 days for the certification intervals is permissible for breastfeeding women, infants and children for the following reasons only:
 - a. Participants are unable to be present at the normal certification date;
 - b. Local agency wishes to coordinate data collection with other programs, health professionals, etc.The reasons for this time variation must be documented in the chart.
3. Changes Due to Birthdays: An infant becomes a child at one year of age. However, she/he may have last been certified at 7, 8, 9, 10, or 11 months of age. There is no need to certify the child again at one year of age, but the food package must be changed at that time from the infant to the child's food package.

When a child turns five, food may be issued until the end of the month of their 5th birthday.

4. Biochemical Tests: Children who did not have anemia as a risk factor at their last certification need only to have a hematocrit/hemoglobin test once a year. Those that did have anemia as a risk factor, however, must have this biochemical test information available for their next certification.

Local agencies may wish to retain the 6 month review of hematocrit/hemoglobin for every child for specific reasons. If so, they need to publish their own policy, sending a copy to the State Agency for approval.

5. Matching Certification Dates: If the nutritional priority category determination is based on data taken before the time of the entrance on the program (see Application Section), then the date must be used to calculate the certification intervals or schedule. This also holds true for financial certification. If the financial information and nutrition assessment data dates differ, then the earliest date shall be chosen to calculate the certification intervals or the financial information should be updated to coincide with the date of nutritional problem data upon which the certification is to be based.
6. Back-up Documentation for Certification: For all identified risk factors, back-up documentation must be available, either in the WIC family folder or cross-referenced to the medical folder. This includes evaluated nutrition history information, such as the 24-hour recall or Infant Nutrition Assessment, accurately plotted growth grids, biochemical test scores, and health history information for certain pregnancy risk factors or feeding problems identified in infants or children.
7. Issuance of Food to Non-Certified Participants: If a participant misses a certification appointment after the 30-day leeway, then no food drafts can be issued to that participant or for that participant until the certification process has been completed.
8. Assignment of WIC Applicants Into Priority Categories:
 - a. PRIORITY I: Pregnant Women, Breastfeeding Women, Infants
 - At nutritional risk as documented (demonstrated) by:
Hematological measurements, anthropometric measurements, or documented nutritionally related medical conditions that demonstrate the person's need for supplemental food.

Code:

Pregnant Woman		Breastfeeding Woman		Infant		
0910	1211	0910	2200	1111	1211	1911
↓	↓	↓	2811	1113	1213	3210
0950	7900	0950	2813	1121	1266	3211
1115		1115	2815	1123	1300	3220
1125		1125	2816	1150	1350	↓
1165		1165	3200	1162	1400	7999
1169		1169	↓	1166	1710	9400
1215		1211	7999	1168	1712	
		2112	9300		1900	
		2113			1910	
		2127				
<u>Exclude</u>		<u>Exclude</u>		<u>Exclude</u>		
4110	4680	2300	4680	5400		
4111	4681	4110	4682	5500		
4670	4684	4111	4684			
	4686	4160	4686			
	7230	4670	7230			

b. PRIORITY II: Infants up to 6 months of age (except those in Priority I) whose:

- Mother was on WIC during pregnancy; or
- Mother was NOT on WIC during pregnancy, but her medical records document that she was at nutritional risk due to nutritional conditions detectable by biochemical, anthropometric measurements or other documented nutritionally related medical conditions which demonstrated the person's need for supplemental foods.

AND/OR:

A breastfeeding mother whose infant is Priority II (Breast-feeding Dyads).

Code:

Pregnant Woman	Breastfeeding Woman	Infant
N/A	9300	9100

c. PRIORITY III:

- Children at nutritional risk as documented by hematological measurements or anthropometric measurements, or other documented medical conditions which demonstrate the child's need for supplemental foods.
- High risk post-partum women.

Code:

Children	High Risk Post-Partum Women
1111 1211 1900	2127
1113 1213 1910	
1121 1266 1911	
1123 1400 3200	
1150 1710 3210	
1162 1712 3211	
1166 3220	
1168 ↓	
7999	
<u>Exclude</u>	
3442	
5400	
5500	

d. PRIORITY IV:

- Pregnant women, breastfeeding women and infants at nutritional risk because of an inadequate dietary pattern.

Code:

Pregnant Woman		Breastfeeding Woman		Infants		
0110	0611	0110	0621	0110	0682	0810
↓	0612	↓	0622	↓	0721	↓
0580		0580	0681	0580	0782	0840
<u>Exclude</u>		<u>Exclude</u>		<u>Exclude</u>		
0310		0310		0311		
0320		0320		0321		
0322		0322		0323		
0325		0325		0326		
0400		0400				

- e. PRIORITY V:
-- Children at nutritional risk because of inadequate dietary pattern.

Code:

Children		
0110	0682	0830
↓	0782	0850
0580	0810	0860
<u>Exclude</u>		
0311	0326	
0321	0400	
0323		

- f. PRIORITY VI:

In the event that additional funding is made available to the Montana WIC Program with which to serve post partum women at nutritional risk, as Priority VI, the codes would be:

Code:

Post-Partum Women at Nutritional Risk	
0110	
↓	
0580	
<u>Exclude</u>	
0310	0325
0320	0400
0322	

- g. PRIORITY VII: The Montana WIC Program chooses to not serve previously certified participants who might regress in nutritional status without continued provision of supplemental foods.

REFERENCE:

7 CFR 246.7



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Infants will be certified in six month increments.

1. Infants certified before 6 months of age as Priority II and IV may be certified to the end of the month of their first birthday. At a minimum, length and weight shall be measured, and a hematological test for anemia such as hemoglobin, hematocrit, or free erythrocyte protoporphyrin test shall be performed at 6 months of age.
2. There may not be an extension of the certification end date for infants certified Priority II or Priority IV.
3. If certified Priority IV after 6 months of age, certify at 6 month intervals (change Food Package at 1 year).
4. Infants may not be certified for Priority II, 9100, after 6 months of age.

REFERENCE:

7 CFR 246.7(d), (3), (f)

Nutrition Problems, Codes, Criteria, and References, DHES and Montana Dietetic Association.



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

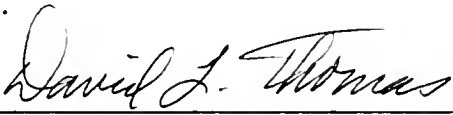
STATEMENT OF POLICY:

The Montana WIC Program serves Priorities I through V, with the following exceptions:

1. No Priority V children may be certified eligible for WIC Program benefits for more than two consecutive certification periods.
2. No Priority V client who has been graduated from the Program under this policy may be certified eligible to receive WIC benefits in the future as Priority V. Future participation is restricted unless or until medical or anthropometric evidence is available which demonstrates eligibility in Priority II.

REFERENCE:

7 CFR 246.7 Certification of Participants.



Signature, WIC Program Coordinator

Instructions: file according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Specific foods will be selected for use in the Montana WIC Program through:

1. A review by a panel of individuals to include the WIC Medical Advisory Group; selected local WIC agency personnel; nutrition specialist, Montana Cooperative Extension Service; State WIC staff; and a representative from the Montana Dietetic Association; and
2. Criteria for food selection will include, but not be limited to:
 - a. Compatibility of the food's nutrition message with the Montana Child Nutrition Education goals (e.g., what advertising claims are being made? Is the food presented as a food, a staple, or as a prescription or confectionary? Is the advertising nutritionally and consumer-wise sound and acceptable? Are prizes and gimmicks used to entice purchase?);
 - b. Are costs competitive with currently authorized foods?
 - c. Organoleptically acceptable (appearance appetizing? Food-like? Color? Smell? Any added ingredients?)
 - d. Conceptual content of name (is it sexist? Is it violent in concept?)
 - e. Professional determination, based upon experience.
3. Suggested changes to the authorized food list must be submitted in writing by June 30 or December 31 of each year to the Montana WIC Nutrition Education Coordinator, and must include:
 - a. A statement describing the change (addition or deletion);
 - b. A statement supporting the change (references, scientific research, etc.);
 - c. A statement about how and why the change will impact the WIC Program statewide.
4. The Nutrition Education Coordinator will review the request within 30 days of receipt, requesting additional information within 15 days, if needed.
5. A letter to the submitter will be written within 45 days of receipt of the request notifying of either approval or disapproval.

The following foods are authorized for issuance in the Montana WIC Program:

INFANT
FORMULA

Powdered

ENFAMIL	WITH IRON	1 lb
ISOMIL		14 oz
LOFENELAC		2-1/2 lb
NURSOY		1 lb.
NUTRAMIGEN		1 lb
PHENYL-FREE		2-1/2 lb
PORTAGEN		1 lb
PREGESTIMIL		1 lb
PROSOBEE		14 oz
SIMILAC	WITH IRON, WITH WHEY (contains iron)	1 lb
SMA	WITH IRON	1 lb
SOYLAC		1 lb

Liquid Concentrate

ENFAMIL	WITH IRON	13 fl oz
ISOMIL		13 fl oz
NURSOY		13 fl oz
PROSOBEE		13 fl oz
SIMILAC	WITH IRON, WITH WHEY (contains iron)	13 fl oz
SIMILAC		13 fl oz
SMA	WITH IRON	13 fl oz

Ready-to-Use

ENFAMIL	WITH IRON	32 fl oz
ISOMIL		32 fl oz
NURSOY		32 fl oz
PROSOBEE		32 fl oz
SIMILAC	WITH IRON	32 fl oz
	WITH WHEY (contains iron)	32 fl oz
SMA	WITH IRON	32 fl oz
SOYLAC		32 fl oz

MILK

Fluid, Fresh

Vit D added, WHOLE	1 qt
Vit D added, WHOLE	1/2 gal
Vit D added, WHOLE	1 gal
Vit A&D added, LOWFAT	1 qt
Vit A&D added, LOWFAT	1/2 gal
Vit A&D added, LOWFAT	1 gal
Vit A&D added, SKIM	1 qt
Vit A&D added, SKIM	1/2 gal
Vit A&D added, SKIM	1 gal
Vit A&D added, LOWFAT, SWEET ACIDOPHILIS	

Canned

Vit D added, WHOLE, EVAPORATED	
Vit A&D added, LOWFAT, EVAPORATED	
Vit A&D added, SKIM, EVAPORATED	
Vit D added, GOAT MILK, EVAPORATED	12½ fl oz

Instant

Vit A&D added, LOWFAT, DRY	8 qt,	16 qt
Vit A&D added, NONFAT, DRY	8 qt,	14 qt
Vit A&D added, NONFAT, DRY	14 qt	

CHEESE, natural

BRICK	1 lb
CHEDDAR	1 lb
COLBY	1 lb
LONGHORN	1 lb
MONIEREY JACK	1 lb
MOZZARELLA PART	
SKIM OR WHOLE	1 lb
MUENSTER	1 lb
SWISS	1 lb.

EGGS, fresh

Grade "AA" Large 1 doz

CEREAL

Infant

dry pack, no fruit or flavoring, RICE,
OATMEAL, BARLEY, MIXED OR HIGH PROTEIN 8 oz, 16 oz

Dry

COUNTRY CORN FLAKES	15 oz		
KIX	9 oz,	13 oz	
TOTAL	12 oz,	18 oz	
CORN TOTAL	10 oz		
CHEERIOS	7 oz,	10 oz,	15 oz, 20 oz
PRODUCT 19,	12 oz,	18 oz	
NATURAL BRAN FLAKES	16 oz,	20 oz	
FORTIFIED OAT FLAKES	12 oz		
LIFE	15 oz,	20 oz	
LIFE CINNAMON FLAVOR	20 oz		
CORN BRAN	12 oz,	16 oz	

Hot, Cooked, Plain or Regular Flavor

QUICK MALT-O-MEAL, Fortified Hot Wheat Cereal	24 oz, 28 oz
REGULAR, QUICK OR INSTANT CREAM OF WHEAT	28 oz
ORIGINAL MIX N' EAT CREAM OF WHEAT	10 1-oz pkts
INSTANT QUAKER OATMEAL	10 1-oz pkts
QUICK CREAMY WHEAT FARINA	28 oz

JUICE (100% Juice, unsweetened)

Canned

ORANGE	46 fl oz
GRAPEFRUIT	46 fl oz
GRAPEFRUIT, PINK	46 fl oz
ORANGE-GRAPEFRUIT BLENDED	46 fl oz
Vit C added, APPLE	46 fl oz
Vit C added, PINEAPPLE	46 fl oz
Vit C added, VEG. JC COCKTAIL	46 fl oz

Frozen Concentrate

ORANGE	12 fl oz
GRAPEFRUIT	12 fl oz
Vit C added, APPLE	12 fl oz
Vit C added, PINEAPPLE	12 fl oz

Infant

any plain or combination,
INFANT JUICE 8 fl oz jar, 4.2 fl oz jar
100% juice, unsweetened

LEGUMES

Beans/peas, dried 16 oz
(Black, Black-eyed, Cow, Crowder,
Garbanzo, Great Northern, Split
Peas, Kidney, Lentils, Baby Lima,
Large Lima, Mung, Navy, Pinto,
Red, Small White, Small Red, Soy)

Peanut Butter	18 oz
Peanut Butter	18 oz
Peanut Butter	18 oz
Peanut Butter	18 oz

REFERENCE:

7 CFR 246. _____



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

1. When a vendor runs out of a specific WIC food, the only allowable substitution is another WIC food of the same category in an equal or lesser quantity. Rainchecks or credit slips may be given only if an appropriate substitution is unavailable.
2. Participants may not exchange WIC foods for non-WIC foods or exchange them for other WIC foods. Participants requesting such exchanges should be referred by the vendor to the local WIC agency. If spoiled or otherwise unusable WIC food is being returned, retailers may only exchange returned WIC foods for another WIC food of the same category on a one-to-one basis.
3. If the price of a substitute WIC food is greater than the original WIC item, the vendor must also ensure that the total purchase price on the voucher does not exceed the total estimated purchase price by more than 10%.
4. Clients are not allowed to purchase larger sizes of a WIC commodity and pay the price differential. Only a WIC commodity of an equal or lesser quantity as indicated on the voucher may be purchased; otherwise, excessive price variance and abuse would result. Vendors are required to maintain sufficient quantities and sizes of authorized foods in stock to satisfy WIC demand.

FORMULA:

When breast-feeding is not chosen, the formula choices on the Montana WIC Program are Enfamil with iron, Similac with iron, Similac with whey (contains iron), and SMA with iron. These may be substituted, one for the other in equal or lesser amounts; i.e., if the vendor is temporarily out of Similac with iron, SMA with iron may be substituted.

Cow's or goat's milk will not be issued to infants under 12 months of age.

If the voucher is for an iron-based soy formula and the specified formula is out, substitution of a comparable soy formula is allowed.

Powdered iron-fortified formula may be substituted for the iron-fortified concentrated formula or vice versa, as long as the correct quantities, calculated in fluid ounces, remains the same or less.

Iron-fortified ready-to-feed formula is issued (listed on the voucher) only when the competent professional authority determines and documents that there is an unsanitary or restricted water supply, that there is no refrigeration, or that the caretaker may have difficulty in correctly preparing concentrated or powdered iron-fortified formula.

Certain other formulas are available and must be approved in advance by the state WIC dietitian.

Formula may not be returned to the vendor unless it is found to be spoiled or outdated. Excess formula must be returned to the WIC clinic. Participants who request an exchange of previously purchased formula for another formula must be referred to the WIC clinic.

MILK:

Pasteurized whole, low fat, skim, dry powdered, and evaporated milk, which are appropriately fortified with vitamin D and vitamin A, are the milk choices on the Montana WIC Program. Substitution of these milks may be made only with the authorization of the competent professional authority. The rationale for this policy is based on the requirement of prescribed foods to meet specific identified nutrition problems of the client.

No flavored milk may be substituted. This includes chocolate milk, chocolate-flavored milk, strawberry, etc.

CHEESE:

Natural bulk cheese, any brand, are the cheese choices on the Montana WIC Program.

"Cheese food" and "cheese spread" may not be purchased with WIC vouchers.

The cheese must be in a solid or brick form. Sliced, shredded, string cheese and flavored cheese may not be purchased with WIC vouchers.

Natural cheddar, Colby, Longhorn, Swiss, Brick, Monterey Jack, Mozzarella, and Muenster are the cheese choices on the Montana WIC Program. One may be substituted for the other in equal or lesser quantity.

American Cheese is not an authorized item on the Montana WIC food choices.

EGGS:

Grade "A" large or any smaller size eggs may be substituted.

INFANT CEREAL:

Dry pack, any brand (without fruit or flavoring) may be substituted in equal quantity or less.

CEREAL:

Substitution of any combination of authorized WIC cereals may be made as long as the total quantity does not exceed the number of ounces specified on the voucher.

JUICE:

100% juices, no sweetening added, are the Montana WIC Program juice choices. Any brand of canned or frozen orange, grapefruit, or orange-grapefruit blend juices that supply 100% vitamin C are allowed.

Seneca (in the red can) and IGA are the only approved brands of frozen apple juices. Seneca is the only approved canned apple juice. Western Family and S&W Foods are the only approved vegetable juice cocktails allowed. These brands have vitamin C enrichment; others do not.

Fruit drinks, fruit-flavored drinks and ades, may not be purchased with WIC vouchers. HiC, Hawaiian Punch, Tang, Orange Plus, Awake, etc. may not be purchased with WIC vouchers.

DRIED BEANS OR PEAS:

Any variety of dried beans, peas, or legumes may be substituted for one another in 16 ounce (one pound) quantities. Canned beans or peas may not be purchased with WIC vouchers.

PEANUT BUTTER:

Any brand peanut butter is an acceptable substitution as long as it is no more than 18 ounces, and does not contain jelly, honey, or other sweeteners.

REFERENCE:

7 CFR 246.10



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

POLICY NUMBER 88-9
Effective Date July 1, 1987

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Food products issued to meet clients' nutritional needs shall be the lowest cost sources of those nutrients. Local agencies shall establish and implement WIC food packages which meet this policy.

REFERENCE:



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Each WIC participant certified eligible to receive Program benefits shall be issued food instruments for redemption at designated food stores.

1. Food instruments written for less than \$5.00 must be documented in the participant's file and this documentation made available during annual monitoring visits by the State staff.
2. Do not issue food instruments for over \$45.00 so it will not exceed the \$50.00 limit when cashed.
3. Assign family number and member numbers for each instrument listed on the log sheet.
4. If there are more food instruments than family members, repeat any member's number.
5. Do not list a number on the log sheet for a family member who did not receive a food package.
6. Issue enough instruments so that each member of a family receiving a food package can be listed in a member space. For example, if there are four family members receiving a food package, issue at least four food instruments for the family.

REFERENCE:



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

On-site monitoring visits will be conducted on at least 20 percent of authorized vendors each year by local agency staff.

1. Local agencies will schedule visits so that all vendors are eventually monitored. High-risk monitoring visits may be included as part of the 20 percent requirement.
2. Agencies with less than ten vendors will monitor a minimum of two vendors each year.
3. All high-risk vendors will receive an annual on-site monitoring. A standard monitoring form plus the Educational Buy Evaluation will be completed for all designated high-risk vendors. It is suggested, but not required, that the Educational Buy be completed at a different time than when the standard monitoring is done on high-risk vendors. The state agency will provide a listing of high-risk vendors to all local projects annually.

REFERENCE:



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

PROCEDURE FOR AN EDUCATIONAL BUY

1. Educational Buy - A WIC representative will use a voucher to purchase WIC approved and/or non-approved foods. There is no penalty assessed against a vendor for participation in an educational buy, although official warning may be issued if the level of abuse warrants a response. The steps for completing the buy include:
 - a. Fill in the voucher(s) used for educational buys at the WIC clinic prior to monitoring the vendor. Complete the voucher correctly and list it as a void on the log sheet. Indicate at the bottom of the log sheet that the voucher will be used for an educational buy.
 - b. Contact the store manager/owner upon entering the grocery store and explain the purpose of the monitoring. Maintain a cordial atmosphere in this meeting to secure the vendor's approval and support. (Most managers want to know if their checkers are correctly following instructions).
 - c. Explain to the vendor that an educational buy will be done to find out how well-trained the checkers are in completing WIC transactions. Mention that part of the items taken through the checkout may be non-authorized foods, larger sizes of authorized foods, or non-food items. Furthermore, explain that immediately after the purchase, you will bring the food items back to the manager and go over the results of the purchase.
 - d. The buyer should select food items and proceed directly to the cashier. Do not mix personal items along with WIC items during this educational buy. Remember, have a variety of eligible and non-eligible items. The buyer will mention to the cashier that a WIC voucher will be used to purchase the items before the transaction begins.
 - e. The buyer should follow any instructions the store personnel may give with regard to the transaction. Do not question or dispute any instructions given by the clerk. Answer questions asked by the clerk with an "I'm not sure", response. Do not argue or give a sob story to the clerk. This type of coercion leads to entrapment.
 - f. After passing through the check-out counter and before beginning your conversation with the store owner/manager, ask the vendor to go back to the clerk and retrieve the voucher and void the transaction. After the voided voucher is brought back to you, be sure to attach the corresponding sales receipt.

Discuss the results of the buy and encourage the vendor to correct any deficiencies found during this portion of the monitoring visit. Complete Attachment A of the monitoring form and have the vendor sign it. Give the vendor a copy of the report. If appropriate, the reviewer may want to discuss the need for store personnel training at

this time. Also be specific in detailing how and when the vendor is going to correct any deficiencies. List deficiencies on the monitoring report.

- g. Put the grocery items back on the store shelves before you leave. It is common courtesy to replace items used during an educational buy so store personnel do not waste time putting items back.
- h. A compliance purchase may be used as a follow-up to an educational buy if evidence of improper vendor practices overwhelmingly contribute to fraud and abuse.

POLICY NUMBER 88-12
Effective Date July 1, 1987

Health Services Division
Department of Health and Environmental Sciences

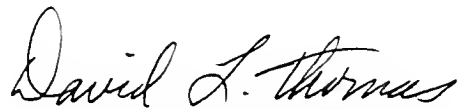
WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Local agency WIC employees may also be WIC clients.

1. The employee eligible for WIC benefits shall not be the agency's authorized signatory for her/his own WIC food instruments.
2. A supervisor must sign the drafts for employees participating in WIC. (The supervisor must first obtain authorization from SDHES to sign WIC drafts.)

REFERENCE:



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

POLICY NUMBER 88-13
Effective Date July 1, 1987

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Price lists must be obtained or updated from participating food vendors on a quarterly basis, or more often if requested by a local agency.

REFERENCE:



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Redemptions of food instruments which exceed 10% of the estimated price constitute a claim assessed against the food vendor.

1. Claims are assessed on exceptions with combined total, by vendor, of \$10.00 or more for a period of three (3) months and for each individual exception of \$3.00 or more.
2. The difference between the actual price and the amount charged at the time the food instrument was cashed is collectable.
3. Exceptions below the levels in (1.) above are deemed not collectable.
4. Collectable claims are billed directly to the vendor by the Department of Health and Environmental Sciences.

REFERENCE:

Paragraph K of Vendor Agreement
7 CFR 246.12(s)(5)(iii), (s)(5)(i)
7 CFR 246.14(e)



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Verification of income is required for confirming income eligibility for certification to receive Program benefits.

1. First Attempt

An original document (check stubs, letter of award for unemployment, Medicaid card, Food Stamp information, etc.) or a photocopy of such document should be requested and if received, entered into the applicant's file. The client should be aware that the document should be brought for review and if necessary a photocopy may be made on the premises of the local WIC office.

2. Second Attempt

If circumstances do not permit obtaining a photocopy of an original document, visual observation by WIC personnel is acceptable. WIC personnel must record their observation with the following written information:

- a. Date of issuance of the document, time period covered or other identifying information;
- b. Document number, if any;
- c. Gross dollar amount if not a qualifying program;
- d. Who issued the document (source of income);
- e. Who the document was issued to; and
- f. Date of the observation and an initial or signature of the WIC evaluator.

3. Such information should be entered on the financial statement form provided by the State Agency, or otherwise attached to it in the file.

4. If no income is claimed by the applicant, a written statement of lack of income should be obtained (may be prepared on the WIC premises at the time of application), dated and signed by the applicant. The document should then be entered into the applicant's file.

5. The applicant and local agency official must sign and date the financial statement. Otherwise, the Financial Eligibility Statement is not valid for certification purposes.

REFERENCE:

7 CFR 246.7(c)(2)(v)



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

The following items require the non-discrimination statement:

1. Vendor posters which are developed by State and Local agencies and by formula companies.

Vendor posters which will be posted publicly and which discuss program eligibility would require the non-discrimination statement, regardless of the source of finance. When circumstances are ambiguous, we suggest that the decision to use the statement is prudent.

2. Media notices for vendor and local agency solicitations.
3. Newsletters, internal and inter-departmental, as well as those meant for participants and/or other outside agencies.

If newsletters convey WIC benefits and participation requirements, they most likely are a part of the notification process and should include the non-discrimination statement.

4. Outreach and referral materials which are sent to physicians, hospitals, social services and health care centers or to other professionals.
5. Letters of invitation to participate in the public hearing process which are sent to organizations and other interested parties, and media announcements of the public hearings.

The following items do not require the statement, but it is strongly recommended that it be included:

1. Notices of warning or adverse action to participants and applicants, local agencies and vendors, and employees or employment applicants. This would include such items as notices of ineligibility or disqualification, and cards or letters for missed appointments for food instrument pick-up or recertification.

There is no specific civil rights requirement that the statement be printed on notices of warning or adverse actions or fair hearing procedures. However, from a program standpoint, we strongly recommend that the statement be included because the notices serve as notice of condition to continued eligibility and convey the intent of fairness in the processing of the action.

The following items do not require the statement:

1. Nutrition education materials such as posters and pamphlets.

Nutrition education materials which are developed primarily for nutrition education, such as a poster on food preparation or a flip chart on the basic food groups (but do not discuss or describe program benefits or eligibility) do not need to have the statement included.

2. Participant ID cards, fact sheets, participant food instrument folders, food lists for both participants and vendors, and other policy publications.

The non-discrimination statement is not required on participant identification cards (ID), food instrument folders, or food lists for participants and vendors unless these publications describe the WIC Program's participation requirements and benefits. In this case the non-discrimination statement would be required.

Rationale:

This policy is in response to a number of questions which have been raised regarding the use of the non-discrimination statement. Clarification on these issues has been provided by USDA.

State agencies are required to implement a public notification program to inform participants and applicants, particularly minorities, of their rights and responsibilities, their protection against discrimination, and the procedures for filing a complaint. Therefore, any materials that provide information about a federally funded program and the means of participation must contain the non-discrimination statement if they will be distributed for or by a State or local agency as a part of their public notification process. This policy applies to brochures and any other literature, posters or visuals produced by a participating vendor, a formula company or other interested party at its expense relating to program benefits and eligibility. Regardless of the intent, design, or source of materials, if they convey messages concerning program benefits and eligibility, and are used by State and local agencies to meet their required public notification requirements, the non-discrimination statement must be included.

REFERENCE:

7 CFR 246.8



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

POLICY NUMBER 88-17
Effective Date July 1, 1987

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

The section of the Montana WIC Program Policy and Procedures Manual entitled, "Financial Management," is hereby adopted as the official instruction for financial management operations of local WIC agencies in Montana.

REFERENCE:

7 CFR 246.
Policy and Procedure Manual



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

POLICY NUMBER 88-18
Effective Date July 1, 1987

Health Services Division
Department of Health and Environmental Sciences

WIC PROGRAM POLICY STATEMENT

STATEMENT OF POLICY:

Policies developed by local agencies for local operations must be approved in advance by the WIC Program Coordinator. They must be written, dated and signed by the local WIC agency project director. The policy format used by the State WIC Office may be used by local agencies.

REFERENCE:



Signature, WIC Program Coordinator

Instructions: File according to the policy number in the policy section of your WIC policy and procedures manual.

APPENDICES

APPENDIX 1: Definitions Used in the WIC Plan

WIC DEFINITIONS

1. Caseload: A maximum number of persons certified eligible to receive WIC benefits; assigned by the State Agency.
2. Competent Professional Authority: Means an individual employed by the local agency authorized to determine nutritional risk and prescribed supplemental foods. The following persons are the only persons authorized to serve as a competent professional authority: physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
3. Encumbrance: A designated amount of money set aside for a specific purpose.
4. Food Package: Supplemental foods prescribed by a competent professional authority for a WIC participant to meet demonstrated nutritional needs.
5. Food Vendor: Local grocer, dairy or other merchant who, through a signed agreement with the Local Agency, provides WIC foods in exchange for the WIC voucher.
6. Local Project/Program/Agency: Organizational body that provides WIC benefits within a defined project area.
7. Migrant Farmworker: Means an individual whose principal employment is in agriculture on a seasonal basis, who has been so employed within the last 24 months, and who establishes, for the purposes of such employment, a temporary abode.
8. Monthly Participation: A total number of clients actually receiving benefits in any month.
9. Nutrition Counseling: Individualized professional guidance to assist a person in adjusting his daily food consumption to meet his health needs.
10. Nutrition Education: The process of teaching about nutrition, food selection and preparation, and human health. It uses individual tutoring, group instruction, demonstration and mass media techniques. The objectives are to motivate and enable individuals or population groups to make nutritious food choices.
11. Nutrition Services: Nutrition intervention planned for and provided to a client, such as assessment of nutritional health status, counseling, provision of nutrition information, prescription of a food package, referral to other health, financial, or social services, and evaluation of change in behavior, and nutritional health status.

12. Nutritionist: A professional who is a registered dietitian and who possesses a Master's Degree in either Nutrition or Public Health Nutrition.
13. Line Items: Budget items such as salaries, fringe benefits, postage, etc.
14. Potential Participants: Persons not certified on WIC but who are applying for WIC services, or who have been determined by some statistical means to be eligible for WIC services.
15. Reallocation: Process by which USDA monies are moved from one state agency which is spending at a lower rate and given to another state agency that is able to spend the money more rapidly due to larger case-loads.
16. Registered Dietitian: A registered dietitian is a professional who meets the academic and experience requirements described in SB 289, 48th Montana Legislature.
17. Retail Purchase System: A system in which the participant obtains WIC foods through an authorized food vendor, i.e. grocer or dairy.
18. Satellite: A WIC program operated by another WIC program which has primary administrative responsibility for a program and contracts directly with the State Agency. A satellite differs from a site in that it is located outside the defined project area, i.e., county or reservation.
19. Site: Within a defined project area there may be more than one site/clinic that offers services to WIC participants.
20. Staffing Pattern: Ratio of WIC staff needed to number of participants served.
21. State Agency: USDA's administrative designee for WIC in the State.
22. State Plan: Requirement of the State Agency by USDA which indicates action plans necessary to meet USDA regulations.
23. Voucher: Check-like document which is traded by the WIC participant for food at his/her local vendor.

APPENDIX 2

FY 86 AFFIRMATIVE ACTION PLAN

ACTUAL CASELOAD BY PRIORITY FOR MARCH, 1986

Project	A.A. Rank	P-I	P-II	P-III	P-IV	P-V	TOTAL	TOTAL ESTIMATED ELIGIBLE FOR 1987	% SERVED
°Yellowstone	1	363	94	430	53	53	992	3,596	27.59
°Cascade	2	477	86	389	62	132	1,146	3,518	32.58
°Missoula	3	472	93	726	55	154	1,500	2,404	62.38
°Fort Peck	4	199	76	462	13	2	752	564	133.29
°Flathead Co.	5	251	40	236	46	1	583	2,102	27.74
°Lewis & Clark	6	237	91	268	95	172	863	1,510	57.14
°Gallatin	7	182	38	203	42	29	494	1,439	34.32
°Silver Bow	8	212	46	282	38	185	763	996	76.61
+Ravalli	9	116	20	165	21	44	366	1,031	35.51
°Lake	10	121	9	152	4	28	314	1,063	29.53
°Blackfeet	11	215	78	537	17	48	895	652	137.36
°Hill	12	53	26	91	23	67	260	792	32.83
°Lincoln	13	35	34	77	42	33	221	796	27.78
°Fergus	14	0	0	0	0	0	0	683	0.00
°Crow	15	158	52	307	28	110	655	648	101.09
°Richland	16	43	13	62	8	33	159	533	29.84
°N. Cheyenne	17	130	45	216	13	48	452	397	113.72
°Flathead Res.	18	137	32	262	12	30	473	376	125.81
°Valley	20	24	6	18	2	31	81	562	14.42
°Custer	19	75	12	83	5	13	188	473	39.75
+°Rosebud	21	27	13	34	4	8	86	567	15.17
°Big Horn	22	57	4	98	6	15	180	816	22.05
+°Beaverhead	23	39	8	70	11	54	182	451	40.32
°Dawson	24	45	9	57	12	33	156	400	39.02
+Carbon	25	16	0	18	2	7	43	425	10.13
°Glacier	27	12	3	30	4	12	61	752	8.11
°Sanders	26	59	9	84	6	20	178	381	46.67
+°Blaine	28	11	2	22	4	13	52	508	10.23
+°Park	30	73	5	50	5	25	158	347	45.59
+°Phillips	29	15	10	7	6	37	75	411	18.26
°Teton	31	20	6	22	5	8	61	404	15.08
°Deer Lodge	33	67	26	114	27	87	321	315	102.1
°Roosevelt	32	0	0	0	0	0	0	656	0.00
°Pondera	34	14	2	17	1	8	42	373	11.26
°Chouteau	35	14	12	20	1	12	59	341	17.32
+°Powell	36	35	3	44	5	28	115	308	37.37
°Fort Belknap	37	74	36	111	27	66	314	345	90.99
°Toole	38	0	0	0	0	0	0	255	0.00
+°Jefferson	39	24	9	23	10	17	83	228	36.45
°Sheridan	40	0	0	0	0	0	0	251	0.00
°Musselshell	41	0	0	0	0	0	0	259	0.00
°Rocky Boy	42	42	30	94	18	52	236	311	75.78
°Madison	43	0	0	0	0	0	0	247	0.00
°Stillwater	44	11	12	31	4	17	75	183	40.95
°Broadwater	45	27	13	33	6	6	85	189	44.95
°Sweet Grass	46	9	1	9	11	16	46	182	25.26
°Mineral	47	17	7	21	2	6	53	153	34.75
+°Fallon	48	9	1	9	11	16	46	150	30.69
°Judith Basin	49	0	0	0	0	0	0	157	0.00
°Daniels	50	0	0	0	0	0	0	153	0.00
+°McCone	52	1	0	1	0	6	8	149	5.38
+°Powder River	51	4	0	15	1	1	21	140	15.01
°Liberty	53	0	0	0	0	0	0	138	0.00
°Granite	55	5	4	14	13	8	44	130	33.84
°Wheatland	54	0	0	0	0	0	0	131	0.00
+°Garfield	56	3	2	3	0	0	8	119	6.74
+°Prairie	57	0	0	2	0	2	4	124	3.23
°Carter	58	0	0	0	0	0	0	112	0.00
+°Meagher	59	0	0	0	0	0	0	84	0.00
+°Wibaux	60	3	0	0	3	0	6	69	8.69
°Golden Valley	61	0	0	0	0	0	0	73	0.00
°Treasure	62	0	0	0	0	0	0	57	0.00
°Petroleum	63	0	0	0	0	0	0	56	0.00
TOTAL		4,233	1,127	6,019	783	1,793	13,955	36,035	38.73

° = Currently operating the WIC Program.

+ = Satellite site

plan-3
wicpln

APPENDIX 3: Application Packet for Local Agencies

APPLICATION COVER LETTER

Dear _____:

The Special Supplemental Feeding Program for Women, Infants and Children (WIC) is designed to improve the health and prevent occurrence of nutritional problems in low income, pregnant and lactating women and young children at nutritional risk to age 5 by providing nutritious foods, nutrition education and referral and follow-up to ongoing health care.

Your responsibilities as a local agency, should your application be approved, would include:

1. Hire a competent professional authority to serve the Program, and employ additional professional and clerical staff as appropriate for operation of the Program.
2. Determine eligibility of applicants and certify those who are eligible for Program benefits.
3. Issue food vouchers to participants.
4. Provide nutrition education to participants in accord with the nutrition education plan and prescribed nutrition services standards.
5. Maintain financial, administrative and participant records.
6. Follow Federal and State policies and procedures.
7. Provide certain minimum health services to participants, including but not limited to referral and follow-up to appropriate medical care.

The review for selection of local agencies to administer the WIC Program will include, but not be limited to the following factors:

1. The applicant's position in the Montana WIC Affirmative Action Plan.
2. Adherence to 7 CFR 246.5. (Priority A: A public or private non-profit health agency that provides ongoing routine pediatric and obstetric care and administrative services; Priority B: A public or private non-profit health or human service agency that will enter into a written agreement with another agency for either ongoing routine pediatric and obstetric care or administrative services; Priority C: A public or private non-profit health agency that will enter into a written agreement with

private physicians, licensed by the State, in order to provide ongoing routine pediatric and obstetric care to a specific category of participants (women, infants or children); Priority D: A private or non-profit human service agency that will enter into a written agreement with private physicians, licensed by the State, to provide ongoing routine pediatric and obstetric care; Priority E: A public or private non-profit health or human service agency that will provide ongoing routine pediatric and obstetric care through referral to a health provider.)

3. The applicant's projected ability to meet WIC Program regulations and State policies and procedures
4. The applicant's history of performance in other programs and in administering similar public health services.
5. The applicant's plan for providing linkages with appropriate health care providers.
6. The applicant's ability to make the Program accessible to participants.
8. The applicant's financial integrity and solvency as demonstrated by independent audits.
7. The applicant's projected cost of operations.

Call me at 444-4740 if you have any questions or wish additional information. If your application is approved, we will offer you assistance in staff recruitment, budgeting and provide orientation and training.

Sincerely,

David L. Thomas
WIC Program Coordinator
Health Services Division

DLT/war
Enclosures

F A C T S H E E T

The Special Supplemental Food Program for Women, Infants and Children, better known as WIC, provides low income pregnant and breast feeding women, as well as children up to age 5 at nutritional risk with:

1. Selected foods to supplement diets lacking in nutrients needed during this critical time of growth and development.
2. Nutrition education and counseling to improve eating behaviors and promote sound food buying habits.
3. Access to preventive health programs, and referral to private and public health providers.

Who Is On WIC?

Over 12,000 women, infants and children from 39 counties and 7 Indian reservations, for a total of 65 sites, are currently receiving WIC services. Many of the families' providers are seasonal ranch workers, or loggers, the temporarily unemployed and students.

How Does WIC Benefit Montanans?

1. Healthier women and children through prevention and identification of nutrition-related medical problems. People with or at risk for iron deficiency anemia, overweight, underweight, poor growth patterns and faulty dietary habits are provided with appropriate education and referral to medical care.
2. \$3,520,000 food dollars spent in local grocery stores and dairies in Fiscal Year 1980. Fiscal Year 1985 will see \$4,175,402 in WIC business for local grocers.
3. Jobs for 96 persons in Montana counties and Indian reservations.

WIC benefits are provided to eligible participants without discrimination on the basis of race, color, creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry.

AVAILABLE MATERIALS AND RESOURCES

Materials

The following materials are available from the State WIC Office:

1. Current State Plan of Operations.
2. Current State Policy and Procedure Manual.
3. Current Federal Regulations.
4. Current State Health Plan.

Resources

The following resources are available at the State WIC Office:

1. State WIC staff (available for on-site visits).
2. Census data.
3. Vital Statistics.

Supplemental Food Program for Women, Infants and Children (WIC)

Montana Application for Local Agencies

I. Instructions:

- A. We suggest the applicant contact the Program Coordinator before completing this application. It is possible some information may not be needed, or that specific additional data is required. Early contact between the applicant and the agency will help minimize problems.
- B. Please answer all questions completely.
- C. Use the most current data available.

II. Applicant Information:

- A. Applicant Agency Name: _____
- B. Address: _____
- C. Telephone: _____
- D. Name, title and address of responsible official: _____

E. Type of Agency:

- 1. Public _____
- 2. Private, Non-profit _____
- 3. IRS Tax Exempt _____

- 4. IRS application pending (date submitted _____)
- 5. Tribal _____
- 6. Other _____

III. Health Services:

- A. Do you currently have a Well-Child service in your community? _____
- B. If yes, describe: _____

- C. If no, describe your plans to provide this service: _____

D. Do you currently have a Prenatal Education Program? _____

1. If yes:

a. Describe (use additional sheets if needed)

b. Is breastfeeding education part of the prenatal education program? _____

c. Is there a linkage with the hospital to provide support for the woman who chooses to breastfeed her infant? Describe (use additional sheets if needed)

2. If yes, provide the following data:

a. Number of pregnant women served in last 12 months: _____

3. If no, describe your plans to provide this service: _____

E. Describe your plans to refer Program participants to a public agency or private provider for follow-up on identified health problems, including the procedure for feedback from the public or private provider: _____

IV. Nutrition Services:

A. Provide the name of the individual who will act as competent professional authority: _____

B. Provide the qualifications of the person named above: _____

V. Socio-Economic/Vital Statistics

A. What will be your service area? _____

B. What will be your geographic service area? _____

C. What is incidence of:

1. Premature Infants _____

2. Miscarriages _____

3. Low Birth Weights _____

4. Teen Pregnancy _____

5. Other identified risks _____

D. What is the service area population? _____

- E. What is the service area median family income? _____
- F. How many families in your service area are on Aid to Families with Dependent Children? _____
- G. General Assistance? _____
- H. What is the service area racial/ethnic composition?
 - 1. White _____%
 - 2. Black _____%
 - 3. Hispanic _____%
 - 4. American Indian _____
 - 5. Asian or Pacific Islander _____%
 - 6. Other _____%
- I. What is the service area infant mortality rate? _____
- J. What is the service area maternal mortality rate? _____

VI. Financial Eligibility

- A. What income eligibility figures will you use to determine financial eligibility for Well Child, Prenatal Education and Immunization services? _____

VII. Projected WIC Caseload (Total individuals _____ and Total families _____)

(If possible, describe your projected WIC caseload in terms of the WIC Priority System, thus:)

- A. Priority I _____
- B. Priority II _____
- C. Priority-III _____
- D. Priority IV _____
- E. Priority V _____

(Any description of the characteristics of the projected caseload, like number of pregnant teens, older pregnant women, etc., are very helpful.)

VIII. Physical Location

- A. Where will clients be served? (Be specific) _____

IX. Begin Date

- A. When do you anticipate being ready to open a WIC clinic? _____

The applicant agrees that WIC Program benefits will be provided to eligible participants without discrimination on the basis of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry.

The applicant further agrees and assures that if selected it will comply with the WIC Program Federal Regulations and State Policies and Procedures for WIC Program operations.

The information contained in this application for a WIC Program is true and accurate to the best of my knowledge.

(Date)

(Signature of Local Official Able to Authorize the
Implementation of a WIC Program)

APPENDIX 4: Description and Maps of Local Agencies

Local Agencies in Montana

Contracting Local Agency	Address	Program Code	Geographic Area Served	No. of Clinics (as reported to USDA/ Racial-Eth- nic Report)
1. Big Horn Co. WIC Program	809 North Custer Hardin, MT 59034	021	Big Horn Co.	1
2. Blackfeet Reservation WIC Program	Blackfeet Tribal Health Dept. IHS Browning, MT 59417	591 591	Blackfeet Res. Browning Heart Butte	1 1 <u>2</u>
3. Broadwater Co. WIC Program	P. O. Box 489 Townsend, MT 59644	041 041	Broadwater Co. Meagher Co.	1
4. Cascade Co. WIC Program	Cascade Cy-Co Health Dept. 1130 17th Ave. S Great Falls, MT 59405	071	Cascade Co.	1
5. Chouteau Co. WIC Program	P. O. Box 475 Fort Benton, MT 59442	081	Chouteau Co.	1
6. Crow Agency WIC Program	PHS Hospital Crow Agency, MT 59022	601 602 603	Crow Res Crow Agency Lodge Grass Pryor	1 1 1 <u>3</u>
7. Dawson Co. WIC Program	County Health Dept. 207 W. Bell Glendive, MT 59330	111 131 281 551	Dawson Co. Fallon C. McCone Co. Wibaux	1 1 1 1 <u>4</u>
8. Deer Lodge Co. WIC Program		121	Deer Lodge Co.	1
9. Eastern Plains WIC Program	Holy Rosary Hospital 2101 Clark St. Miles City, MT 59301	091 171 381 401 441	Custer Co. Garfield Co. Powder River Co. Prairie Co. Rosebud Co.	1 1 1 1 1 <u>5</u>

10. Flathead Co. WIC Program	723 5th Ave. E. Kalispell, MT 59901	151	Flathead Co.	1
11. Flathead Reservation WIC Program	Flathead Tribal Health Department P. O. Box 340 St. Ignatius, MT 59865	611	Flathead Res.	1
12. Fort Belknap Reservation WIC Program	PHS Hospital Ft. Belknap Hospital R.R. #1, Box 103 Harlem, MT 59526	621	Fort Belknap Res.	1
13. Fort Peck Reservation WIC Program	WIC Program P. O. Box 729 Wolf Point, MT 59201	572	Fort Peck Res. Wolf Point	1
		571	Poplar	$\frac{1}{2}$
14. Gallatin Co. WIC Program	Rm. 105, Courthouse Bozeman, MT 59715	161	Gallatin Co.	1
		341	Park Co.	$\frac{1}{2}$
15. Glacier Co. WIC Program	Glacier Co. Health Dept. 125 9th Ave., S.E. Cut Bank, MT 59427	181	Glacier Co.	1
16. Granite Co. WIC Program	P. O. Box 247 Philipsburg, MT 59858	201	Granite Co.	1
17. Hill Co. WIC Program	P. O. Box 1466 Havre, MT 59501	211	Hill Co.	1
		031	Blaine Co.	1
		261	Liberty Co.	$\frac{1}{3}$
18. Lake Co. WIC Program	7 - 3rd Ave. W Polson, MT 59860	241	Lake	1
19. Lewis and Clark Co. WIC Program	Lewis & Clark Co. 316 North Park Helena, MT 59623	251	Lewis & Clark Co.	1
		222	Jefferson Co. Boulder	1
		221	Whitehall	$\frac{1}{3}$
20. Lincoln Co. WIC Program	P. O. Box 873 Libby, MT 59923	271	Lincoln Co. Libby	1
		272	Eureka	$\frac{1}{2}$
21. Missoula Co. WIC Program	Missoula City-County Health Dept. 301 West Alder Street Missoula, MT 59801	321	Missoula Co.	1
		411	Ravalli Co.	1
		311	Mineral Co.	$\frac{1}{3}$



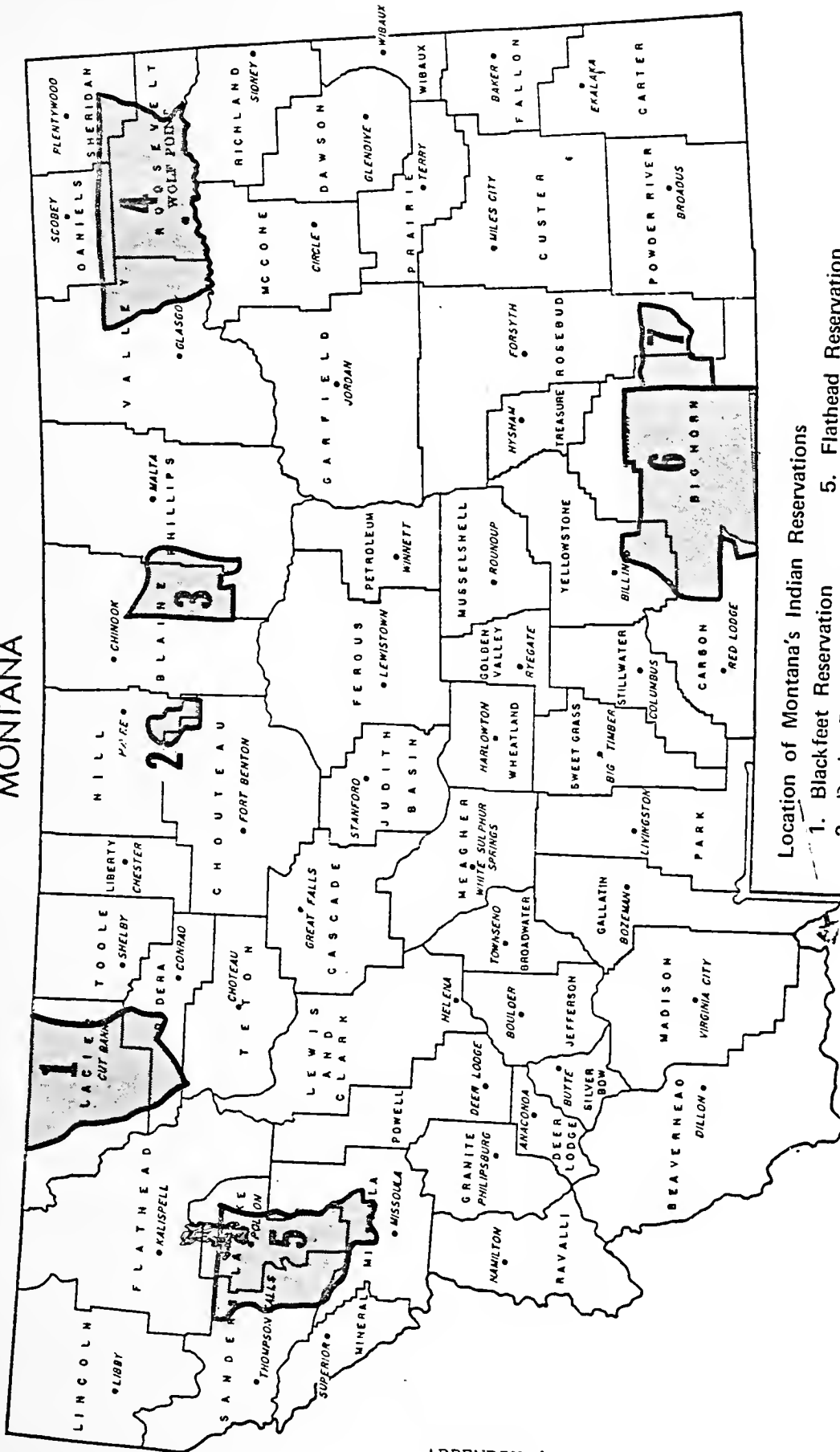
22. Northern Cheyenne Reservation WIC Program	PHS Indian Health Center Lame Deer, MT 59043	581	Northern Cheyenne Res.	1
23. Pondera Co. WIC Program	P. O. Box 1291 Conrad, MT 59415	371	Pondera Co.	1
24. Richland Co. WIC Program	221 5th Street, S.W. Sidney, MT 59270	421	Richland Co.	1
25. Rocky Boy WIC Program	PHS Indian Health Ctr. Rocky Boy Route Box 664 Box Elder, MT 59521	631	Rocky Boy Res.	1
26. Sanders Co. WIC Program	P. O. Box 926 Thompson Falls, MT 59873	451	Sanders Co.	1
27. Silver Bow Co. WIC Program	Family Service Center 25 West Front St. Butte, MT 59701	471 011 391	Silver Bow Co. Beaverhead Co. Powell Co.	1 1 <u>1</u> 3
28. Stillwater Co. WIC Program	350 West Pike Columbus, MT 59019	481	Stillwater Co.	1
29. Teton Co. WIC Program	P. O. Box 820 Choteau, MT 59411	501	Teton Co.	1
30. Valley Co. WIC Program 671 2nd Street, S. Glasgow, MT 59 30	c/o Frances Mahon Deaconess Hospital	531 361	Valley Co. Phillips Co.	1 <u>1</u> 2
31. Yellowstone Co. WIC Program	Yellowstone City/County Health Dept. Room 205, Courthouse Billings, MT 59101	561 562 051	Yellowstone Co. Laurel Lockwood Heights Carbon Co.	1 1 1 <u>1</u> 4
			TOTAL	<u>56</u>





WIC PROGRAMS IN MONTANA INDIAN RESERVATIONS

MONTANA



Location of Montana's Indian Reservations

1. Blackfeet Reservation
2. Rocky Boys Reservation
3. Flathead Reservation
4. Fort Belknap Reservation
5. Flathead Reservation
6. Crow Reservation
7. Northern Cheyenne Reservation

SOURCE: Montana Department of Health and Environmental Sciences.

APPENDIX 5: CONDUCTING VENDOR INVESTIGATIONS

VENDOR MONITORING

I. CONDUCTING THE INVESTIGATION

A. Procedures for Compliance Buys

Compliance staff should park their car away from the store so as not to draw any attention to the car or persons in the car. Vendor compliance staff should carry a camera and photograph the store. It is helpful to include the compliance staff in the picture if possible, but it is not necessary. The photograph is useful in vendor appeal hearings to establish that State investigators were at the store and is also helpful for use by staff to remember the store and what happened inside it. At times it may be necessary to park very close to the store or have store personnel assist in taking the items purchased to the car in order to avoid suspicion. It is necessary to be sure that food from other buys or items such as cameras or investigative reports are not left in view when this occurs.

Appropriate dress for the area is also very important. Agents should dress in casual clothes so as not to attract any undue attention. Agents should not wear any clothing that would suggest any affiliation with any religious or political group. In addition, the agent should not carry any large sums of money (any money) with them or wear any expensive jewelry. Clothes should not be so casual as to indicate extreme poverty. At no time should the agents wear any clothing or items that may be considered intimidating, such as motorcycle gang jackets or knives.

Prior to actually entering the store, the agency should have an idea of the nature of the neighborhood, and have established an idea of where in the neighborhood they would purport to live or be residing. It is best to be general in response to any questions asked by the owner or clerk as to the residence, but one should always be able to respond with street name or an apartment complex name to satisfy the clerk or owner that they are from the neighborhood.

Upon entering the store, the agency should have in mind the type of violation that will be attempted. The agent should first walk through the store to assess the potential abuses and to confirm any information that may have been reported to the State, i.e., low stock, no WIC foods, etc. It is important to rely on the judgement of the agent at the time he/she is in the store to determine exactly that type of buy will take place. If it appears the store is low on WIC foods or does not carry some specific food categories, the agent may wish to attempt to purchase a large variety of non-WIC eligible foods as well as some non-food items. If the information available to the agent is very limited and there appears to be an adequate supply of WIC foods available, the agent may only attempt to purchase items within the WIC food categories, but not specifically approved for purchase with the voucher.

Observation of physical details is very important when in the store. When the agent is filling out the report later, he/she will be asked to recall such details as the number of cash registers, a description of the clerk, including height and weight, hair and eye color, and other physical factors (see Exhibit E for details). It is also very helpful if the clerk can be identified by name. This helps to determine later if the clerk is a regular employee or a temporary employee who may not be trained.

When selecting which items to purchase with the vouchers it is important to follow these guidelines:

1. Never attempt to purchase any items that may cause the vendor to feel any sympathy for the agent. Items that may give the appearance that the person has a special need should not be included. Such items may include band aids, medical supplies, diapers, or childrens' toys at Christmas time.
2. It is best not to purchase any perishable items, as they may need to be retained as evidence.
3. All items purchased should have a price clearly marked on the item and have some sort of size designation for packaged items.
4. If allowed to purchase any items, it is best to mix food and non-food items.
5. It is best to purchase a small number of expensive items rather than a large number of inexpensive items.
6. Do not purchase items that could be confused with WIC items or have similar brand names to WIC foods (i.e., Trix vs. Kix, non-Iron Fortified Formula vs. Iron Fortified Formula, etc.).

When the items purchased are brought up to the cashier, the agent should state that they will be using WIC vouchers to purchase the items. At this point the agent should follow any instructions the store personnel may give them with regard to the transaction. If the clerk tells them they cannot buy the items, the agent should return the items and pick up the correct ones. In some cases it is appropriate to ask the clerk what items may be purchased. If the clerk states that the agent may purchase additional items or more of one item, the agent should do so. In some cases the store may have a specific system they wish the agent to follow, and in this case, the agents should follow the instructions as best they can. At times the clerk may state that the agent should come back when the manager or owner is there. If this is the case, the agent should return the items and leave the store without purchasing any items.

Often agents will be asked a number of questions regarding their status in the community or questions about their family. The agents should provide as little information as possible, but should cooperate to the best of their ability. Often this requires quick thinking on the part of the agent, but with experience this task becomes easier. If asked questions about family members, the response should not indicate in any way that a member of the family is sick

or in any special need. There are times that the agent may be asked if he/she works for the state or government. When this occurs the agent should indicate that he/she is not employed by the government, and ask why they would inquire.

When the agent is making the purchase, he/she must be very careful to avoid entrapment. Entrapment is defined as the influencing or coercion on the part of an agent of another person to commit an illegal act that he would not have normally committed in the absence of such influence or coercion. It is important that the agent say nothing that would try to influence or persuade the clerk to violate the Guidelines. The agent may not make any statements related to the consequence of the act such as "go ahead, nothing will happen to you."

When leaving the store it is best not to ask for any help with the items. Upon return to the car the agent should mark the bag or box with the store name so that the items may be photographed and inventoried later. Any receipts or credit slips should be attached to the Investigative Report and the physical description of the store and clerk, as well as any comments of the clerk, should be filled out. It is critical that the information be as complete and accurate as possible. Agents must be sufficiently familiar with the Investigative Report to be able to remember the types of information they will be expected to recall.

It is the policy of the State to conduct at least two compliance buys on a store that has violated the Program Guidelines. In some cases it may be necessary to do many buys, as the level and degree of non-compliance may change when the store personnel begin to recognize the agent as a regular shopper. The policy of at least two visits gives the agent a chance to determine if the store personnel are trying to cheat the Program or they just don't understand the Guidelines. In the latter case, the store may be more deserving of a warning and training than a suspension.

Once the compliance buys have been completed and the food has been inventoried and photographed, the items purchased are to be donated to a charity in the area. Staff should have a listing of charities in the areas so that the items purchased need not be brought back to Helena. The agents shall fill out the Donated/Destroyed/Retained Items Form for the charity to sign off. It is good policy for the agent to ask the charity to send the State an acknowledgement letter on agency letterhead to confirm that the items were actually left at the charity.

B. Common Problems

The following are some of the problems that investigators have run into during the course of making compliance buys. Frequently a recommended solution must be adjusted to fit the occasion and conditions at the time.

Problem 1: The store refuses to accept the vouchers for any items, including WIC foods.

Recommended Solution: Leave the store and note this on the report. An authorized vendor may be terminated for not accepting vouchers.

Problem 2: The store personnel are hostile or threatening.

Recommended Solution: Leave the store. At no time have agents doing compliance buys been threatened with harm, but in case the agent believes that such a thing is likely, they should leave the store and area as quickly as possible. Such incidents should be reported and appropriate action taken by the Program Supervisor.

Problem 3: The vendor wants you to return with your "wife," "husband," or "friend."

Recommended Solution: Explain that they are not available, and that you do not want to shop at a store that would require you to do that every time. If they refuse to allow you to purchase anything, leave the store.

Problem 4: The clerk states that they will only allow this to occur at certain times or days.

Recommended Solution: Return at the time or day specified.

It is important to note that in most cases, there will be very few problems encountered and the agent will be treated like the many participants who use the store. Experience is the best solution for handling problems, and agents will find they will feel very comfortable after doing buys over a period of time.

II. SANCTIONS AND FOLLOW-UP

A. The Investigative Report

After the compliance buy has been completed, the agent should attempt to fill out as much of the Investigative Report as possible. The agent may make any notes on the report that may be helpful in recalling what went on in the store. Upon return to headquarters, the Investigative Report should be typed and should only reflect the facts of the buy. Opinions of a personal nature should not be included in the report. The agent should submit the report to the Program Supervisor for the case file, and should keep a copy of the final typed report for reference.

B. Voucher Follow-Up

Often the store personnel will fill in the voucher after the agent leaves the store or will alter the voucher if the agent fills it out. It is critical that the vouchers used in the investigation be retrieved after redemption and held as evidence. These redeemed vouchers not only are evidence of the agent being in the store and the store accepting the vouchers, but also may show that an

overcharge occurred. All vouchers used in the buy should be compared with the report to be sure that the numbers and voucher type match.

C. The Case File

Once a decision is made with regard to the disposition of the market, a case file should be set up. The case file should be divided into four sections. The first section should contain any and all investigative materials that will be used against the vendor. These materials should include:

1. Any reports that were used to select the vendor for a compliance buy.
2. Any complaints that were put in writing.
3. The Investigative Report or reports.
4. Any receipts or credit slips.
5. The vouchers used in the buy.
6. Any other relevant information to be used against the vendor, such as prior warnings, vendor education visit documentation, letters, etc.

The second section should contain the letter sent to the vendor with the charges contained and notifying the vendor of the selected sanction. This section should also contain any other letters that are sent to the vendor regarding the disposition of the case, including any letters attempting to recover dollars or any offers of reduced sanction or probation.

The third section should contain any correspondence from the vendor regarding the matter. Phone contact by the vendor should be summarized and made into a file memo for this section.

The fourth section should contain any material related to an appeal. This section will also contain the appeal decision when rendered.

D. Violations and Penalties:

The State must publish criteria used for sanctioning vendors. This document must often be produced in appeal hearings to determine if the penalty is consistent with the policy.

E. Vendor Recoveries and Probation

It is in the best interest of the State to recover dollars obtained by a vendor in violation of the Federal Regulations whenever possible. Montana's policy is to recover funds when a clear overcharge is discovered or there are documented loss levels established by the investigation. Recovery of dollars may come in three forms.

First, the State may offer the vendor a reduced suspension on condition that all dollars found to be obtained in violation of Regulations be repaid. The vendor would then be required to make a single payment to the State or repay the total amount over a period of not more than ten months.

Second, the State may simply demand payment and hope the vendor will repay the money. In any case, the vendor should not be allowed to return to the Program until any claims are paid.

Third, the State may elect to take the vendor to court for dollars obtained in violation of the Regulations. This would only be cost effective if the claim were a large one.

F. Referrals

When it appears that a vendor or group of vendors are in violation of more than just the WIC Program Guidelines, such as Food Stamp Regulations, or Sanitation Laws, etc., the Program staff should refer the case to the proper agency for their follow-up. Often the agent will be asked to assist the referral agency in building a case against the vendor, and such cooperation is beneficial to the WIC Program.

III. APPEALS AND HEARINGS

A. Appeal and Hearing Procedures

Any vendor may appeal a decision of the Program staff to sanction him by notifying the State within 15 days of receipt of the sanction notice. The appeal letter should be addressed to the Health Services and Hospital Facilities Division Administrator. The Division Administrator may accept or deny the appeal based on the issues raised in the letter. If the appeal is accepted, the Division Administrator shall appoint a Hearing Officer who has no interest in the WIC Program or the vendor. Appeal hearings shall be held in the local agency's service area. In some rare cases vendor appeals may be held in other areas if agreed to by the vendor and the State. The Hearing Officer shall conduct the hearing in accordance with the policies set forth by the Department's Legal staff. The decision of the Hearing Officer should be forthcoming within 60 days of the close of the hearing record. No other administrative appeal procedure is available to the vendor, but he may seek review in the Supreme Court.

B. Hearing Schedules

It is important to hold the hearings as quickly as possible. The person scheduling the hearings should not accept delays unless reasonable and necessary to assure fairness. The average length of a hearing is between 40 minutes and 2 hours. Several hearings may be scheduled on the same day to make the most efficient use of staff time.

APPENDIX 6: PROGRAM BUY PACKET

VENDOR MONITORING

VOUCHER TRANSACTION REPORT

A. VENDOR NAME AND ADDRESS Vendor Number

_____ Transaction Number

B. DATE OF VISIT

____/____/____

Mo. Day Year

C. AIDE'S STATEMENT

I, _____, declare:

On the above date at about (time) _____, I entered the vendor's store. I had in my possession the WIC voucher(s) listed on page 3, Section E4 and no cash, as verified by _____, State Monitor. I selected the items listed in Section D. The vendor's store has _____ primary grocery check-out register(s); _____ of which was/were in operation at the time of purchase. At the check-out counter where was/were _____ person(s) in line ahead of me and _____ persons in the line behind me at the time of purchase. The clerk sold to me the items listed in Section D1, 2 and 3, at a total cost of \$ _____. During check-out the voucher(s) was/were in plain view of the clerk who served me. I gave the cashier _____ WIC vouchers. The clerk did/did not give me a register tape for a total cost of \$ _____.

KNOWN VIOLATIONS NOTED: _____

OTHER COMMENTS: _____

SUMMARY OF PURCHASE

Vendor Number _____

If the voucher(s) were accepted, complete the following:

Transaction Number _____

A. Voucher # _____

B. Total Price Charged \$ _____

D.1. Ineligible Items

Voucher Number(s) Used	Quantity	Brand Name	Item	Purchase Price	Shelf Price*	Initials

D.2. Excessive Items

Voucher Number(s) Used	Quantity	Brand Name	Item	Purchase Price	Shelf Price*	Initials

D.3. Eligible Items

Voucher Number(s) Used	Quantity	Brand Name	Item	Purchase Price	Shelf Price*	Initial

D.4. Items Clerk Refused to Sell

Voucher Number(s) Used	Quantity	Brand Name	Item	Purchase Price	Shelf Price*	Initials

D.5. Amount of Change or Cash Received, If Any \$ _____

*If Shelf Price is different than Purchase Price, explain how shelf price was obtained:

Vendor Number _____

Transaction Number _____

Donated Items

I certify that I received from State Monitor _____ the item(s) alongside which I have initialed in Sections D1, D2 and D3 for use by my organization.

Signature	Title	Date
Organization	Address	

Destroyed Items

I certify that I destroyed the items alongside which I have initialed because they became unfit for human consumption or I was unable to donate them.

State Monitor	Witnessed By	Title	Date
---------------	--------------	-------	------

Alcoholic Beverages

I certify that I destroyed the alcoholic beverages alongside which I have initialed.

State Monitor	Witnessed By	Title	Date
---------------	--------------	-------	------

Retained Items

I certify that I am retaining for evidence the items which are not initialed.

State Monitor	Date
---------------	------

Finding

The property item(s) donated, abandoned, or destroyed as certified in Sections D1, D2 and D3 have been found to have no commercial value or the estimated cost of continued care and handling would exceed the estimated proceeds from sale. Donation of item(s), abandoned or destroyed was determined to be unfeasible.

State Monitor	Date
---------------	------

APPENDIX 7: VENDOR MONITORING CHECKLIST

VENDOR MONITORING

- _____ Voucher Numbers Recorded
- _____ Partial Completion of Vouchers
- _____ WIC Monitoring Forms.
- _____ Cover Story
- _____ Possible Violations
- _____ Checkpoints (1 and 2)
- _____ Safety Precautions
- _____ Observations while in store (registers, clerks, etc.)
- _____ Make sure participant has no cash on person
- _____ Drive directly to store and back to checkpoint

APPENDIX 8
VIOLATION SUMMARY

VENDOR'S NAME: _____

VENDOR'S ADDRESS: _____

VENDOR NUMBER: _____

VIOLATIONS NOTED:

	Date (/ /) Transaction #1	Date (/ /) Transaction #2	Date (/ /) Transaction #3	Date (/ /) Transaction #4	Date (/ /) Transacti #5
<u>MINOR:</u>					
Ineligible Items					
Excessive					
Similar WIC Items					
Other					
<u>MAJOR:</u>					
Cash					
Beer					
Liquor					
Household Items					
Laundry Items					
Cigarettes					
Meat					
Fixed Amount on Voucher(s)					
Other					

APPENDIX 9

LETTER FROM DHES ASSURING TITLE VI COMPLIANCE

May 31, 1987

TO WHOM IT MAY CONCERN:

The Montana Department of Health and Environmental Sciences certifies that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary source of a grant is provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

Contracts and Grants Officer

APPENDIX 10

PROCEDURE FOR NOTICE TO THE GENERAL PUBLIC
FOR COMMENT ON STATE WIC PLAN

1. On the first Sunday in May of each year, the Montana WIC Program shall publish in the Sunday edition of seven major newspapers in the state a public notice requesting comment on the development of the state WIC plan for the upcoming fiscal year.
2. This notice shall allow comments to be received in writing up to the close of business on May 31.
3. Such comments should be addressed to the WIC Program Coordinator, Health Services Division, Department of Health and Environmental Sciences, Cogswell Building, Helena, Montana 59620.
4. The WIC Program Coordinator shall receive and review each written comment and acknowledge receipt of same to the sender within 10 days of receipt.
5. WIC program Coordinator shall incorporate such comments as deemed appropriate by the Coordinator.
6. A record of comments received and acknowledged shall be included as an appendix in the final approved State WIC Plan.
7. The published notice for WIC comments shall include a statement to the effect that copies of existing state plans are available at local WIC offices or by contacting the WIC state program coordinator.
8. A final plan of state operations for the Montana WIC Program will be submitted to the Director of DHES by the first Friday in June.
9. The plan approved by the Director of DHES shall be submitted to the Governor's office by July 1.
10. The state WIC plan shall be transmitted to the USDA Regional Office in Denver on or before August 15.

APPENDIX 11

NUTRITION EDUCATION (N.E.) EXPENDITURES: Nutrition Education Accounting System

Purpose: USDA WIC Regulations require us to account for 1/6th (17%) of our administrative monies to go towards nutrition education. Each local project and the State staff have to account for the time and money they are spending on nutrition education. To facilitate this, a simplified nutrition education accounting system has been developed by the State Agency.

Who Completes: WIC Aide, Project Director, others that provide nutrition education.

How Often: Minimum of once each federal fiscal year, usually during the month of September.

Instructions: Please read the following instructions and study the forms provided. During the month of September select 35 folders as per the instructions. The results are to be sent to the State Agency to be tallied. The State Agency will provide the local agency with a report so that the local agency can use this information in making up their nutrition education budget. (See Nutrition Section of the Manual.)

Time Sheets A, B, C, and D must be completed and sent to the State Agency by the 10th of the following month.

GENERAL INSTRUCTIONS FOR NUTRITION EDUCATION (N.E.) ACCOUNTING SYSTEM

Please read the instructions thoroughly before beginning. Additional instructions are found on each form. This packet includes the following forms: Time Sheet A, Time Sheet B, Time Sheet C, Sheet D, Definition of Nutrition Education Costs, and this general instruction sheet. If any of these forms are missing, notify the State Office before you begin.

1. Prior to the beginning of the month to be surveyed, randomly select, according to the following instruction, 35 family folders from your active files. Those projects that have satellite programs shall treat each satellite as a separate project, pulling 35 folders from each satellite or surveying all folders if the total number is less than 35. Smaller projects with less than 35 active folders must also survey all folders for that month.
 - a. Count the number of active family folders in your files.
 - b. Divide that number by 35. If there is a remainder, discard it.
 - c. Pull every nth folder. (Example: 290 active family folders divided by 35 equals 8. Pull every 8th folder from the file.)
2. Flag these files so they can be readily identified as the participants come in for their appointments. Make a list of the files, assigning each a sequential number. Record this number in plain sight on each file. Refile the folders.
3. When the first participant flagged comes into the project, distribute Time Sheet A to each staff member. Each staff member will record under the appropriate file number, the total number of participants in that family. **IMPORTANT:** Be sure the total number of participants, NOT the number each staff member sees is recorded.

Each staff member will then record the time they spent with the participant(s) in that family according to the details outlined in Time Sheet A. If one staff member does not spend any time with that family that fits into the definition, then a zero should be recorded for the number of minutes spent.
4. As each flagged participant comes in during the month, repeat Step 3. To avoid errors and inaccuracies, please record each activity as you complete it. Remember only one Time Sheet A per staff member is to be used for recording the time for all the files.
5. Record other personnel time not spent on direct client contact on Time Sheet B as follows:
 - a. For the federal fiscal year (FFY), record for each staff member on a separate Time Sheet B, activities that fall into the defined categories. Consult the Definition of Nutrition Education Costs information for clarification. Record the average time spent per activity on a monthly basis times the number of months of the FFY in which the activity is performed.

- b. IMPORTANT: Each staff member shall fill out Time Sheet B to record expenditures and personnel time that may or may not occur each month. For example, personnel time spent at a workshop, development of the local nutrition education plan, CDC Nutrition Surveillance, etc. Record time spent on evaluation and completion of care plans which occur monthly on Time Sheet B also.
6. Record on Time Sheet C the N.E. materials and equipment ordered once or twice a year and travel attributed to N.E.
7. At the end of the month selected, Project Director shall fill out Sheet C -- Nutrition Education Expenditure Report and Sheet D -- Summary Report. Please fill out only those portions to be filled out by the local agency.
8. VERY IMPORTANT: Return Sheet C and Sheet D with filled out Time Sheet B's and Time Sheet A's attached, to the State Office by the 10th of the following month. The State Office will tally the results and return a copy of Sheet D -- Summary Report, for your records.

ALLOWABLE NUTRITION EDUCATION COSTS
For 1/6 Requirement

I. NUTRITION EDUCATION CONSULTATIONS

- Time spent on nutrition education with the client (as individuals or in groups). This includes, but is not limited to, explanations of the food package, explanations of assessment criteria (but not actual assessment), going over handouts, discussing progress and improvement, and evaluation and development of the care plan.
- Time spent by staff preparing and teaching well child clinics, prenatal classes, and other nutrition education programs for WIC clients.
- The mailing of nutrition education materials to participants as part of nutrition education consultations.
- Travel time expenses to consult with satellite on nutrition education.

II. NUTRITION EDUCATION MATERIALS

(This includes, but is not limited to, handouts, flip charts, film strips, projectors, food models, and other teaching helps.)

- Time spend processing or developing nutrition education materials.
- Equipment specifically used for nutrition education.
- Any costs incurred through purchasing nutrition education materials from other sources.
- Any costs incurred (i.e., materials, copying costs, postage, etc.).

III. NUTRITION EDUCATION TRAINING

- Time spent developing training programs.
- Time spent attending nutrition education training.
- Any costs incurred (i.e., materials, copying costs, postage, etc.).
- Any equipment specifically used for nutrition education training.
- Travel time expenses for workshop devoted to nutrition education.

IV. NUTRITION EDUCATION EVALUATIONS

- Time spend developing and implementing nutrition education evaluations. (Evaluations include, but aren't limited to, participant evaluation of nutrition education, CDC-Nutrition Surveillance, and the design of data collection forms and compilation and analysis of data.)

- Any other costs incurred (i.e., materials, copying costs, postage, etc.).

V. LOCAL NUTRITION EDUCATION PLANS

- Time spent developing the local nutrition education plan.
- Any other costs incurred (i.e., materials, copying costs, postage, etc.).

VI. MONITORING NUTRITION EDUCATION

- Local staff's time spent on state nutrition education monitors.
- Time spent on self-monitoring nutrition education.
- Any other costs incurred (i.e., materials, copying costs, postage, etc.).

These proposed guidelines are not all-inclusive, and any other nutrition education costs that can be justified may be allowed.

TIME SHEET A

(Personnel time spent on nutrition education provided to client)

Instructions: Have each staff member fill one out. Fill in month of survey, project name and location, staff position and hourly salary. Have staff member sign at bottom of page and complete questions on number of participants and folders surveyed.

Period covered: From _____ To _____
Project name and location _____

Note: A separate form must be filled out for each staff member for each satellite.

Record time in minutes.

Position title _____ Salary/hr _____

FOLDER NUMBER (see General Instructions)

PARTICIPANTS PER FOLDER (total family members should be recorded)

Record time in Minutes for following nutrition education categories:

Explanation of Assessment Criteria and Food Package (but not actual assessment)

Nutrition education and/or counseling (explaining handouts, showing audio visuals, providing recipes and food tips, how to achieve adequate diet, dealing with clients' specific risk factor, etc)

Subtotal:

TOTAL MINUTES

Staff member signature _____

FOLDER NUMBER	PARTICIPANTS PER FOLDER	Record time in Minutes	Explanation of Assessment Criteria and Food Package	Nutrition education and/or counseling	Subtotal	TOTAL MINUTES
1	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	32	33	34
35	36	37	38	39	40	41
42	43	44	45	46	47	48
49	50	51	52	53	54	55
56	57	58	59	60	61	62
63	64	65	66	67	68	69
70	71	72	73	74	75	76
77	78	79	80	81	82	83
84	85	86	87	88	89	90
91	92	93	94	95	96	97
98	99	100	101	102	103	104

+Total number of folders surveyed _____
+Total number of participants in all folders surveyed _____
+NOTE: These numbers should be the same for each staff member in the same project or satellite.

Today's date: _____

TIME SHEET B
INDIVIDUAL TIME SHEET/NUTRITION EDUCATION

Instructions: Fill out one for each staff member per project and/or satellite.

Period covered: From 10/1/8__ to 9/30/8__ Project Name and Location _____

Position _____ Salary/Hour _____

ACTIVITY	Hours Per Month (Nearest 1/2 hr)	X	Number of Months Activity is per- formed: 1-12	Total Hours Per Year
EVALUATION AND DEVELOPMENT OF CARE PLANS				
PREPARING & TEACHING NUTRITION EDUCATION PRO- GRAMS FOR WIC PARTICIPANTS (i.e., well-child clinics, prenatal classes, etc.)				
PREPARING, UPDATING, REVIEWING, OR SELECTING NUTRITION EDUCATION MATERIALS				
DEVELOPING TRAINING PROGRAMS DEALING WITH NUTRITION EDUCATION				
ATTENDING NUTRITION EDUCATION TRAINING SESSIONS (either State, Regional, or in-service)				
CDC - NUTRITION SURVEILLANCE				
PARTICIPANT EVALUATION OF NUTRITION EDUCATION				
DEVELOPING THE LOCAL NUTRITION EDUCATION PLAN				
NUTRITION EDUCATION SELF-MONITORING (count only that time spent on nutrition, not the whole monitor)				
NUTRITION EDUCATION STATE MONITORING				
TIME SPENT ON THIS NUTRITION EDUCATION ACCOUNT- ING SYSTEM				
OTHER (Please specify)				
TOTAL				

Signature of Staff Member: _____

Today's Date: _____

SHEET C - NUTRITION EDUCATION EXPENDITURE REPORT

INSTRUCTIONS: Fill out only for non-personnel expenditures. Do not fill out State Office Portion. See Definition of Nutrition Education Cost sheet for clarification.

NAME OF AGENCY: _____ (fill out one for each satellite or project)

PERIOD: From October 1, 198__ to September 30, 198__.

OBJECT CLASS CATEGORY	CURRENT NUTRITIONAL EDUCATION EXPENDITURES																						
1. <u>Personnel (STATE OFFICE WILL FILL OUT)</u> _____ _____ _____ _____ _____ _____ _____																							
2. <u>Fringe Benefits (STATE OFFICE WILL FILL OUT)</u> _____																							
3. <u>Equipment & Supplies (Purchased for Nutrition Education during this Federal Fiscal Year, Oct. 1, 198__ to Sept. 30, 198__)</u>	<table border="1"> <thead> <tr> <th data-bbox="793 1084 1020 1135">List Items</th> <th data-bbox="1020 1084 1492 1135"></th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	List Items																					
List Items																							
4. <u>Travel (partially attributed to N.E. from Oct. 1, 198__ to Sept. 30, 198__)</u> (Exclude State-sponsored workshops)																							
5. <u>Other (Please List)</u> _____ _____																							
TOTAL																							

SHEET D - SUMMARY SHEET

1. Project Name _____ (list satellite operations separately)

SIGNATURE OF PROJECT DIRECTOR: _____

2. Date Survey Covered: October 1, 198__ to September 30, 198__.

3. Active Caseload (Actually receiving drafts in Sep)(satellites listed separately) _____

4. Total number of folders surveyed (should agree with Time Sheet A) _____

5. Total number of participants surveyed (should agree with Time Sheet A) _____

6. Total number of Time Sheet A's attached _____; B's _____; C's _____

FOR STATE OFFICE USE ONLY

DATE: _____

Signature-State Agency Official _____

7. Summary of Time Sheet A's:

<u>Staff Position</u>	<u>Total Minutes Per Position</u>	<u>Wage/ Hour</u>	<u>Total Participants</u>	<u>Monthly Caseload</u>	x 12 mo	<u>\$ Subtotal</u>
	60 minutes	X	+	X	X	=

Total:

8. Summary of Time Sheet B's:

<u>Staff Position</u>	<u>Time in Hours</u>	<u>Wage/Hour</u>	<u>\$ Subtotal</u>
		X	=

Total:

9. Transfer totals from 7 and 8 to Sheet C - Nutrition Education Expenditure Report by project and/or satellite.

10. Yearly total from Time Sheet C = _____

11. % of administrative expenditure for year = _____

WIC NUTRITION EDUCATION
PARTICIPANT SURVEY

We need your help! As you know, the WIC program provides both nutrition education and supplemental foods to its participants -- We would like to know how we can make our program more effective. Please help us by answering the following questions. There are no right or wrong answers. If you need help, please ask a staff member for assistance. Your answers will not be reviewed at this clinic and all responses will be kept confidential.

After completing this form, place it in the envelope provided. Please do not put your name on this questionnaire. Answering these questions will not affect your WIC eligibility or benefits.

- 1) Please check (X) which of the following members of your family are on the WIC program now:

<input type="checkbox"/> Pregnant Woman	<input type="checkbox"/> Pregnant Teen (17 years or younger)
<input type="checkbox"/> Breastfeeding Woman	<input type="checkbox"/> Breastfeeding Teen (17 yrs or younger)
<input type="checkbox"/> Infant (0-12 months)	<input type="checkbox"/> Child (13 months - 5 years)

- 2) I feel learning about nutrition is: (X) Check the best answer below:

1. Very important
 2. Somewhat important
 3. Not important

- 3) The nutrition information and care I have received at WIC has been: (X) Check the best answer below:

1. Very helpful
 2. Somewhat helpful
 3. Slightly helpful
 4. Not helpful
 5. I receive no nutrition information at WIC

- 4) I like to learn about nutrition from: (X) Check your answer(s) below:

1. Nutrition information given in a group setting - Classes
 2. Movies, film strips, slides or video programs about nutrition
 3. Pamphlets for me to read
 4. Posters and bulletin boards in the clinic
 5. The WIC professionals talking to me alone in a private setting about nutrition
 6. Please add your own suggestions: _____

5) Do you find the individual nutrition counseling you receive at WIC helpful?
(X) Check the best answer below:

- 1. Very helpful
- 2. Somewhat helpful
- 3. Slightly helpful
- 4. Not helpful
- 5. I receive no individual nutrition counseling at WIC

6) Has the WIC program been helpful to you in getting your nutrition questions answered? (X) Check the best answer below:

- 1. Very helpful
- 2. Somewhat helpful
- 3. Slightly helpful
- 4. Not helpful
- 5. They have not answered my nutrition questions

7) Do you feel the recommendations/suggestions made by the WIC staff help you with your health problems? (X) Check the best answer below:

- 1. Very helpful
- 2. Somewhat helpful
- 3. Slightly helpful
- 4. Not helpful
- 5. No recommendations/suggestions have been made

8) What do you do with nutrition pamphlets given to you at the WIC clinic?
(X) Check your answer(s) below:

- 1. I throw them away
 - 2. I read them
 - 3. I share them with family/friends
 - 4. I put them away without reading them
 - 5. I have not received any pamphlets on nutrition
 - 6. I do not want to receive any pamphlets on nutrition
 - 7. Other (please explain) _____
-

9) What do you think about the pamphlets? (X) check your answer(s) below:

- 1. I read them but they do not help
- 2. They are helpful when given with an explanation
- 3. I don't read them
- 4. I like it when they include recipes
- 5. They help a little
- 6. They are very helpful
- 7. I don't receive any pamphlets on nutrition

10) Please (X) check the nutrition topics below that you would like to learn more about:

General Nutrition

- 1. How nutrition relates to health
- 2. Exercise and nutrition
- 3. Gaining weight
- 4. Losing weight and weight control
- 5. Foods that help build good blood
- 6. Good Snacks
- 7. Fast foods
- 8. How to use WIC food drafts
- 9. How to read food labels
- 10. How to save money on foods
- 11. Recipes using WIC foods

Child Nutrition

- 12. Dental care and healthy teeth
 - 13. Feeding my toddler
 - 14. Feeding the picky eater

 - 25. Other nutrition information I would like (add your suggestions)
-

Infant Nutrition

- 15. Baby Bottle Tooth Decay
- 16. Feeding my baby
- 17. Weaning my baby
- 18. How to prepare baby formula
- 19. How do I know if my infant is getting enough breast milk?
- 20. How much formula does my infant need

Maternal Nutrition

- 21. Foods needed when pregnant
- 22. Breastfeeding
- 23. Nutrition and Birth Control
- 24. Alcohol, tobacco or drug use during pregnancy

11) I feel the WIC staff could be more helpful to me if they: (X) Check the ideas below:

- 1. Explained nutrition in words I can understand
 - 2. Offered more classes (group sessions)
 - 3. Offered less classes (group sessions)
 - 4. Tell me when classes will be held
 - 5. Offered appointments and classes in the evening
 - 6. Gave nutrition information while I'm waiting for my appointment
 - 7. Offered more individual counseling on nutrition and diet
 - 8. Other suggestions _____
-

12) Please (X) check any of the following statements that you agree with:

- 1. The staff understands my culture and family background
- 2. The suggestions for changes are within my budget
- 3. The suggestions for changes in my diet are foods my family would eat.
- 4. The suggestions for changes in my diet are clear and simple to do
- 5. The suggested recipes use ingredients which I have at home
- 6. Comments _____

13) Has the WIC program helped you to improve the kind of food you and your family eat? (X) Check your answer below:

1. Yes 2. No

14) WIC has helped my family the most by: (X) check the best answer below:

- 1. Giving us nutritious foods
- 2. Giving us information on nutrition
- 3. Giving us both nutritious foods and nutrition information
- 4. WIC has not been of much help to my family
- 5. Other comments _____

15) (X) Check any of the following which describe you and your family's eating habits now, compared to when you weren't on WIC:

- 1. We eat the same
- 2. We eat better and spend the same amount of money on food
- 3. We eat better and spend less money on food
- 4. Other comments _____

16) How can we improve the WIC program? _____

THANK YOU FOR YOUR HELP!

SS/vb-101b

APPENDIX 13: MODEL AGREEMENT

AGREEMENT

An Agreement is hereby made between _____ (County) and the Montana Department of Health and Environmental Sciences (DHES). The parties, in consideration of mutual covenants and stipulations described below, agree as follows:

SECTION I PURPOSE

The purpose of this Agreement is to provide the services of the USDA's Special Supplemental Food Program for Women, Infants and Children (WIC) to residents of _____ County.

SECTION II: SERVICES

A. The County shall, to the extent that the funding stated in Section IV allows, do the following during the period from July 1, 198__ through June 30, 198__:

(1) Conduct the Special Supplemental Food Program for Women, Infants and Children (WIC) by assuming all administrative, financial and professional health service responsibilities for the WIC Program within _____ County.

The County shall administer the WIC Program in accordance with the current regulations contained in 7 CFR Part 246; the 1985 WIC State Plan; U.S. Food and Nutrition Service (FNS) guidelines and instructions; and the WIC Policies and Procedures Manual, as revised August, 1981, and updated thereafter.

(2) Provide performance, activity, and fiscal reports required by DHES, including, but not limited to, the following:

(a) time distribution records for employees. Such records need not be submitted to DHES in Helena, but shall be kept available at the main office of the County for audit purposes, to be checked during regular monitoring visits conducted by staff of DHES or independent auditors.

(b) itemized expenditure reports. The County shall submit these reports to DHES by the 15th of each month, beginning with August, 1984, unless DHES agrees there is a good cause for the delay (e.g., a difference between the monthly close-out dates of the WIC Program and the County). Any adjustment to an expenditure report will be eligible for reimbursement only if it is received by DHES prior to the end of the calendar month following the month for which the adjusted expenditure report is claimed.

(3) Maintain complete, accurate, documented, and current accounting of all program funds received and expended.

(4) Ensure that no claim is submitted for reimbursement of services already funded by other state or federal programs, or for costs which are not allowable under 7 CFR 246.14.

(5) Obtain written prior approval from DHES before, and as a condition of, purchasing equipment costing more than \$200.00 with WIC funds. If such approval is given by DHES and the equipment is purchased, it is the property of DHES.

(6) Assume responsibility for the safe storage of negotiable food vouchers and reimburse DHES for any WIC Program funds misused or otherwise

diverted due to negligence, fraud, theft, embezzlement, or other loss caused by the County, its employees, or agents.

(7) Contract with food vendors and follow procedures for issuance of food vouchers to WIC participants in conformity with 7 CFR Sections 246.12 and Section VIII of the Policies and Procedures Manual cited in paragraph 1 above.

(8) Employ for the WIC program one of the following types of individuals to perform duties of certification, prescription of WIC foods, counseling of high risk clients, nutrition education, and planning of nutrition services to be delivered under the program, in conformity with 7 CFR Section 246.7, 246.10, and 246.11, FNS guidelines and instructions, and the 1986 WIC State Plan: a physician, nutritionist (with a bachelor's or master's degree in nutritional sciences, community or clinical nutrition, dietetics, public health nutrition, or home economics with emphasis in nutrition), dietitian, registered nurse, physician's assistant certified by the National Committee on Certification of Physician's Assistants or the Montana Board of Medical Examiners, or a state or local medically trained health official.

(9) Abide by the nutritional health plan developed by the County for FY 1986 in accordance with 7 CFR Section 246.11 (d)(2) and the 1986 WIC State Plan and submitted to DHES.

(10) Ensure that one-sixth (1/6th) of the reimbursement claimed by the County each month is for time spent by personnel in nutrition education of WIC clients in compliance with 7 CFR Section 246.11 and the 1986 WIC State Plan.

(11) Assure that one staff person involved in the WIC Program attends regularly scheduled workshops sponsored by DHES on administrative policies, procedures, and nutrition. Other personnel deemed appropriate by the County may attend subject to availability of funding from DHES. In the event that inclement weather intervenes, attendance at such workshops will not be mandatory.

(12) Make available to all WIC participants ongoing health services as outlined in 7 CFR Sections 246.2 and 246.6 (b)(3) and Section V of the Policies and Procedures Manual cited in paragraph 1 above, and inform applicants of the health services which are available.

(13) By July 15, 198__, submit to DHES for approval a draft contract with each satellite county listed in paragraph (1) above (if any) defining the respective responsibilities for the WIC Program of the satellite and the County, and provide DHES with a copy of each such contract, after execution of it, within two months after receipt of written approval from DHES.

(14) Comply with all requirements imposed by the U.S. Department of Agriculture concerning administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102 and A-87, including those relating to procurement of supplies, equipment and other services, as well as the utilization and disposition of property purchased in whole or in part with WIC funds.

(15) Keep on file and available for review, audit and evaluation:

(a) a copy of this Agreement;

(b) information on the character of the service area and financial eligibility standards used;

(c) complete and accurate written records of nutritional assessment criteria, criteria for certification of applicants, foods prescribed, nutrition care, counseling, education and referrals provided under the WIC Program;

(d) complete, accurate, documented and current accounting of all funds received pursuant to this Agreement and expended.

B. DHES shall:

(1) Provide a minimum of one regularly scheduled workshop annually for project personnel for training in administrative policies, procedures, and nutrition services as referenced in Part A above.

(2) Pay travel expenses for the staff person attending the workshops required by part A, paragraph (11), above. Such travel expenses shall be reimbursed at the rates set for in-state travel of state employees in Title 2, Chapter 18, Part 5, Montana Code Annotated, or at a rate agreed upon by the County and DHES.

(3) Send staff to visit and monitor the County's WIC Program in order to determine compliance with administrative and nutrition service requirements of this Agreement.

SECTION III: EFFECTIVE DATE AND DATE TO COMPLETE SERVICES

This Agreement shall take effect as of July 1, 198__, and the services provided pursuant to Section IA must be continued through June 30, 198__, unless this Agreement is terminated earlier pursuant to Sections V or X.

SECTION IV: CONSIDERATION

In consideration of services rendered pursuant to this Agreement, DHES agrees to reimburse the County for the following:

(1) salaries and fringe benefits for personnel while engaged in performance of this Agreement, at the rate of 1/12th (8.3%) per month of the funds allocated for personnel services in the Attachment A budget; DHES will reimburse for expenditures in excess of this amount only if it has approved the excess expenditure before it was accrued.

(2) indirect costs (at the rate of 5%), and any other expenses necessary and related to administration of the WIC Program by the County, considered allowable by 7 CFR 246.12, and listed in the budget in Attachment A; expenditures in any budget category (except salaries and benefits) may not exceed 10% of that category unless DHES gives its approval in advance.

As soon as possible after execution of this Agreement, DHES shall pay the County an advance of \$_____.

Subject to the receipt of funds from U.S.D.A., DHES shall reimburse the County for services performed under this Agreement upon DHES' receipt from the County of completed and signed expenditure reports, within the time limit set in paragraph A (2)(b) of Section II, and a signed vendor invoice request for funds. Reimbursable expenditures for the period from July 1, 198__, through September 30, 198__, must not exceed \$_____.

A final statement of all outstanding reimbursable expenses must be submitted by July 31, 198__, if they are to qualify for payment. If the total amount paid under this Agreement exceeds all reimbursable expenses once the services under this Agreement have been completed, the balance will be returned to DHES. Total payments by DHES for all purposes under this Agreement shall not exceed \$_____.

SECTION V: TERMINATION

(1) The County understands and agrees that DHES, as a state agency, is dependent upon federal and state appropriations for its funding, and that actions by Congress, U.S.D.A., or the Montana Legislature may preclude funding this Agreement through the completion date stated in Section III. Should such a contingency occur, the parties agree that DHES may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and that the County will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised completion date.

(2) In addition to the provisions of paragraph 1 above, and Section X, either party may terminate this Agreement for failure of the other party to perform any of the services, duties, or conditions contained in this Agreement after giving 30 days written notice to the other party.

(3) Any termination of this Agreement is subject to the exception that paragraph (4) of Section X, relating to retention of and access to records, will remain in effect.

SECTION VI: ASSIGNMENT AND SUBCONTRACTING

The parties agree there will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing.

SECTION VII: EQUAL OPPORTUNITY

The County agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Service directives or regulations issued pursuant to that Act and its regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the County received federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of an for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation or federal property and interest in property, the detail of federal personnel, the property or interest in such property of the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the County by DHES. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this contract.

By accepting this assurance, the County agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and to permit authorized U.S.D.A. personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from DHES. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

In addition, pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION VIII: VENUE

The parties agree that, in the event of litigation concerning this Agreement, the venue shall be in the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

SECTION IX: MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written Agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

SECTION X: AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

(1) The County agrees to allow access to the records of the activities covered by this Agreement as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this Agreement, as required by Section 5-13-304, Montana Code Annotated. Notwithstanding the provisions of Section V, this Agreement may be terminated upon any refusal of the County to allow access to records necessary to carry out the audit and analysis referred to above.

(2) The County must provide DHES by September 30, 1986, with a copy of an agency audit covering the time period stated in Section III and complying with the audit requirements of the federal Office of Management and Budget's (OMB) Circular A-102, Attachment P.

(3) The State of Montana, DHES, the U.S. Department of Agriculture, Food and Nutrition Service, the Comptroller General of the United States, and the General Accounting Office of the United States, or any of their duly authorized representative, have the right of access to any books, documents, papers, and records of the County which are pertinent to the services provided under this contract, for purposes of making an audit, excerpts, or transcripts. Further, for purposes of verifying cost or pricing data submitted in conjunction with the negotiation of this contract or any amendments thereto, the State and DHES,

until the completion date cited in Section III, have the right to examine those books, records, documents, papers, and other supporting data which involve transactions related to this Agreement or which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used for them.

(4) Financial records, supporting documents, statistical records, and all other records documenting the services provided by the County under this Agreement must be retained for a period of 3 years after the date of submission of the final statement of reimbursable expenses referred to in Section IV. The County agrees to make the records described herein available at all reasonable times at its general offices. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved. The County, whenever it is ready to dispose of the above records, will submit them to the Food and Nutrition Service if that agency has requested them.

SECTION XI: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION XII: LIAISONS

The County's liaison to DHES for purposes of this Agreement is the following person, or that person's successor.

Name	Title
DHES' liaison to the County for purposes of this Agreement is David Thomas, or his successor.	

SECTION XIII: EXECUTION

This Agreement consists of 8 pages and one attachment. The original is to be retained by the Financial Management Division of DHES. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

Date

_____ COUNTY

By: _____
Signature

Print Name and Title

Address _____, MT

Employer's ID No.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL SCIENCES

BY: _____
Robert L. Solomon
Contracts Officer

Date

Approved for legal content by:

Eleanor A. Parker

Date

ATTACHMENT A

AGENCY: _____

FTE's Competent Professional Authority _____

Nutrition Aide _____

TOTAL _____

Salaries _____

Benefits _____

Indirect _____

Travel _____

Equipment _____

Supplies _____

Rent _____

Telephone _____

OPERATING EXPENSES

Postage _____

Utilities _____

Repairs _____

Contracted _____ Services _____

Nutrition Education _____

Other _____

TOTAL _____

July 1, 1985 - September 30, 1985 _____

October 1, 1985 - June 30, 1986 _____

APPENDIX 14:

MODEL SATELLITE AGREEMENT: WIC PROGRAM:

A cooperative agreement is hereby made between _____ (hereinafter referred to as "Satellite") and the _____ (hereinafter referred to as "Local Agency"), in order to extend to _____ County the services of the Women, Infants and Children (WIC) Program, for which Local Provider is responsible under separate contract with the Montana Department of Health and Environmental Sciences (DHES). The parties, in consideration of mutal covenants and stipulations described below, agree as follows:

SECTION I: SERVICES

A. The Local Agency agrees to perform the following services:

- (1)
- (2)
- (3)

etc.

B. The Satellite agrees to perform the following services:

- (1) Maintain a complete, accurate, documented, and current accounting of WIC Program funds received from Local Agency.
- (2)
- (3)

etc.

(NOTE: Each party's respective duties for the WIC Program should be carefully described above. Examples of duties are listed below; these and any other duties should be listed under either A or B above, depending upon which agency assumes the responsibility:)

- (1) Maintain whatever WIC performance, activity and fiscal reports are required by DHES, including, but not limited to the following:
 - (a) Time distribution records for employees;
 - (b) Itemized monthly expenditure reports. (If the Satellite keeps these reports, the agreement must include a requirement that the Satellite submit a copy to the Local Provider by the 10th day of each month following the month to which the report relates.)
- (2) Maintain careful records for each WIC client.
- (3) Issue food vouchers to WIC participants in conformity with 7 CFR, Sections 246.10 and 246.11.

- (4) Employ or contract for a registered dietitian or other person whose qualifications are approved by the Montana Department of Health and Environmental Sciences (DHES) to perform duties of certification, prescription of WIC foods, counseling of high risk clients, and planning nutrition services to be delivered under the program, in conformity with 7 CFR Sections 246.6 through 246.9 and the 1984 WIC State Plan of DHES.
- (5) Employ or contract for program assistants as necessary to carry out clerical duties such as making client appointments, issuing drafts, and preparing reports.
- (6) Provide space for program operations, specifically interviews, storage for materials and supplies, and utilization of educational aids (projectors, tape players, etc.).
- (7) Make available to all WIC participants ongoing health services as outlined in 7 CFR Sections 246.2 and 246.6(b)(3) and Section II-A of DHES' most current WIC Policies and Procedures Manual, and as specified by DHES' Nursing Bureau.

SECTION II: EFFECTIVE DATE AND DATE TO COMPLETE SERVICES

This Agreement shall take effect as of _____, and the services required by Section I shall continue through _____ (date), unless this Agreement is terminated earlier pursuant to Sections IV.

SECTION III: CONSIDERATION

In consideration of services rendered pursuant to this Agreement, and subject to receipt of funds from DHES, the Local Agency shall pay for those items which were necessary to the Satellite's performance of this Agreement and are specified in Appendix A of this Agreement, subject to receipt from the Satellite of completed and signed expenditure reports (required by Section I(B)(?)). Total payments for Satellite's services under this Agreement will not exceed \$_____.

A final statement of all reimbursable expenses must be submitted within 30 days after the latest date cited in Section II if they are to qualify for payment.

SECTION IV: TERMINATION

(1) Satellite understands and agrees that since funding for this Agreement is available through a contract by Local Provider with DHES, a state agency which is dependent upon federal and state appropriations for its funding, actions by Congress or the Montana Legislature may preclude funding this Agreement completely through the completion date stated in Section II. Should such a contingency occur, the parties agree that the Local Agency may set a new completion date or terminate the contract immediately, depending upon the funding remaining available for the Agreement, and that the Satellite will be compensated for services rendered and expenses incurred to 5:00 p.m. of the revised termination date.

(2) In addition to the provisions of paragraph (1) above and Section IX, either party may terminate this Agreement for failure of the other party to

perform any of the services, duties, or conditions contained in this Agreement after giving 30 days written notice to the other party.

(3) Any termination of this Agreement is subject to the exception that paragraph (2) of Section VII, relating to retention of and access to records, will remain in effect.

SECTION V: EQUAL OPPORTUNITY

The Satellite agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Services directives or regulations issued pursuant to that Act and its regulations, to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Satellite receives federal financial assistance from the Local Agency; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds, reimbursable expenditures, grant or condition of federal property and interest in property, the detail of federal personnel, the sale and lease of, and permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Satellite by the Local Agency. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance extended in reliance on the representations and agreement made in this assurance.

By accepting this assurance, the Satellite agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and to permit authorized U.S.D.A. personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the County, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Local Agency. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Satellite.

In addition, pursuant to Sections 49-2-303 and 49-3-207 of the Montana Code Annotated, no part of this contract shall be performed in a manner which discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin by the persons performing the contract. Any hiring shall be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

SECTION VI: MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire Agreement between the parties, and no previous statements, promises, or inducements made by either party or agent of either party which are not contained in this written Agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this Agreement shall be valid or binding upon either party.

SECTION VII: AUDITING, RECORD RETENTION, AND ACCESS TO RECORDS

(1) The Satellite agrees to allow access to the records of the activities covered by this Agreement to Local Agency, DHES, or as may be necessary for legislative audit and analysis purposes in determining compliance with the terms of this Agreement. In addition to the provisions of Section IV, this Agreement may be terminated upon any refusal of the Satellite to allow the access to records described above.

(2) Financial records, supporting documents, statistical records, and all other records supporting the services provided by the Satellite under this Agreement must be retained for a period of 3 years after the date of submission of the final statement of reimbursable expenses referred to in Section III. The Satellite agrees to make the records described herein available at all reasonable times at its general offices. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

SECTION VIII: SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this contract is by the courts held to be illegal or in conflict with any Montana law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

SECTION IX: LIAISONS

The Satellite's liaison for purposes of this Agreement is the following person, or that person's successor.

Name Title

The Local Agency's liaison for purposes of this Agreement is the following person, or that person's successor.

Name Title

DHES' liaison to both parties for purposes of this Agreement is the following person or that person's successor:

Name Title

The parties agree that these persons will be the first contacts concerning any problems or questions that may arise in the implementation of the terms of this Agreement.

SECTION XIII: EXECUTION

This Agreement consists of _____ pages and one appendix. The original will be retained by the Local Agency. A copy of the original has the same force and effect for all purposes as the original. A copy of the original Agreement will be sent by the Local Agency to DHES on the day following the Agreement's execution.

To express the parties' intent to be bound by the terms of this Agreement, they have executed this document on the dates set out below:

Date

Satellite's agent's signature

Print name and title of above

Address of Satellite
Federal Employer's ID No. _____

Date

Signature of agent of Local Agency

Print name and title of above

Address of Local Agency
Federal Employer's ID No. _____

APPENDIX 15:

ASSURANCE THAT ADEQUATE FOOD VENDORS SERVE AN AREA

Definitions:

1. Area -- Geographic boundaries of the space generally recognized as being within the administrative jurisdiction and responsibility of the entity with which DHES contracts for the operation of the WIC Program.
2. Adequate -- Sufficient number of vendors so that every client has the choice of two vendors within two hour's transportation of their home, or if more than 2 hours, then the vendors are within the client's commonly visited market- basket district.

Assurance

1. Participation in the WIC Program is offered annually to all groceries and dairies in a local agency's area, prior to contract renewals. (Ref.: Pg. VIII-2 of Manual).
2. The State Agency shall review monthly the "Contracted Vendor File Report" to determine whether the number of vendors in an area is adequate. This report is maintained on file at the State Agency.
3. The State Agency will also review the adequacy of vendors in an area at the time of a local agency evaluation.
4. If the number of vendors is inadequate (as adequate is defined above), the State Agency will require the Local Agency to justify in writing why there is not an adequate number of vendors in the area.
5. Within ten working days after receipt of the justification, the State Agency shall notify the local agency whether or not the State Agency concurs.
6. If the State Agency does not accept the local agency's justification, the State Agency shall survey the area's vendors to determine reasons for non- participation and possible strategies for solutions. If no vendor is determined to participate within 60 calendar days of the State Agency's decision in #5 above, then the WIC Program in that area shall be deemed in non-compliance with Program regulations and terminated immediately.

ny
is

FY 87 AFFIRMATIVE ACTION PLAN

ACTUAL CASELOAD BY PRIORITY FOR MARCH, 1987

Project	A.A. Rank	P-I	P-II	P-III	P-IV	P-V	TOTAL	TOTAL ESTIMATED ELIGIBLE FOR 1988	% SERVED
°Yellowstone	1	363	94	430	53	53	992	3,596	27.59
°Cascade	2	477	86	389	62	132	1,146	3,518	32.58
°Missoula	3	472	93	726	55	154	1,500	2,404	62.38
°Fort Peck	4	199	76	462	13	2	752	564	133.29
°Flathead Co.	5	251	40	236	46	1	583	2,102	27.74
°Lewis & Clark	6	237	91	268	95	172	863	1,510	57.14
°Callatin	7	182	38	203	42	29	494	1,429	34.32
°Silver Bow	8	212	46	282	38	185	763	996	76.61
+°Ravalli	9	116	20	165	21	44	366	1,031	35.51
°Lake	10	121	9	152	4	28	314	1,063	29.53
°Blackfeet	11	215	78	537	17	48	895	652	137.36
°Hill	12	53	26	91	23	67	260	792	32.83
°Lincoln	13	35	34	77	42	33	221	796	27.78
°Fergus	14	0	0	0	0	0	0	683	0.00
°Crow	15	158	52	307	28	110	655	648	101.09
°Richland	16	43	13	62	8	33	159	533	29.84
°N. Cheyenne	17	130	45	216	13	48	452	397	113.72
°Flathead Res.	18	137	32	262	12	30	473	376	125.81
°Valley	20	24	6	18	2	31	81	562	14.42
°Custer	19	75	12	83	5	13	188	473	39.75
+°Rosebud	21	27	13	34	4	8	86	567	15.17
°Big Horn	22	57	4	98	6	15	180	816	22.05
+°Beaverhead	23	39	8	70	11	54	182	451	40.32
°Dawson	24	45	9	57	12	33	156	400	39.02
+°Carbon	25	16	0	18	2	7	43	425	10.13
°Glacier	27	12	3	30	4	12	61	752	8.11
°Sanders	26	59	9	84	6	20	178	381	46.67
+°Blaine	28	11	2	22	4	13	52	508	10.23
+°Park	30	73	5	50	5	25	158	347	45.59
+°Phillips	29	15	10	7	6	37	75	411	18.26
°Teton	31	20	6	22	5	8	61	404	15.08
°Deer Lodge	33	67	26	114	27	87	321	315	102.06
°Roosevelt	32	0	0	0	0	0	0	656	0.00
°Pondera	34	14	2	17	1	8	42	373	11.26
°Chouteau	35	14	12	20	1	12	59	341	17.32
+°Powell	36	35	3	44	5	28	115	308	37.37
°Fort Belknap	37	74	36	111	27	66	314	345	90.99
°Toole	38	0	0	0	0	0	0	255	0.00
+°Jefferson	39	24	9	23	10	17	83	228	36.45
°Sheridan	40	0	0	0	0	0	0	251	0.00
°Musselshell	41	0	0	0	0	0	0	259	0.00
°Rocky Boy	42	42	30	94	18	52	236	311	75.78
°Madison	43	0	0	0	0	0	0	247	0.00
°Stillwater	44	11	12	31	4	17	75	183	40.95
°Broadwater	45	27	13	33	6	6	85	189	44.95
°Sweet Grass	46	9	1	9	11	16	46	182	25.26
°Mineral	47	17	7	21	2	6	53	153	34.75
+°Fallon	48	9	1	9	11	16	46	150	30.69
°Judith Basin	49	0	0	0	0	0	0	157	0.00
°Daniels	50	0	0	0	0	0	0	153	0.00
+°McCone	52	1	0	1	0	6	8	149	5.38
+°Powder River	51	4	0	15	1	1	21	140	15.01
°Liberty	53	0	0	0	0	0	0	138	0.00
°Granite	55	5	4	14	13	8	44	130	33.84
°Wheatland	54	0	0	0	0	0	0	131	0.00
+°Carfield	56	3	2	3	0	0	8	119	6.74
+°Prairie	57	0	0	2	0	2	4	124	3.23
°Carter	58	0	0	0	0	0	0	112	0.00
+°Meagher	59	0	0	0	0	0	0	84	0.00
+°Wibaux	60	3	0	0	3	0	6	69	8.69
°Golden Valley	61	0	0	0	0	0	0	73	0.00
°Treasure	62	0	0	0	0	0	0	57	0.00
°Petroleum	63	0	0	0	0	0	0	56	0.00
TOTAL		4,233	1,127	6,019	783	1,793	13,955	36,035	38.73

° = Currently operating the WIC Program.

+ = Satellite site

APPENDIX 16

SUMMARY OF MONTANA WIC FOOD PACKAGES

The WIC food packages, incorporating Montana's tailoring guidelines, are summarized below:

	WIC FOOD PACKAGES							PEANUT BUTTER or BEANS	CEREAL
	FORMULA	INFANT CEREAL	INFANT JUICE	ADULT JUICE	FRESH MILK	POWDERED MILK	EGGS		
Infant 0-4 months	31 (13 oz.) conc. or 8 (1 lb.) powd. (or equiv.)								
Infant 4-12 months	31 (13 oz.) conc. or 8 (1 lb.) powd. (or equiv.)	3-8 oz. boxes		2-12 oz. frozen cans (or equiv.)					
Child - 1 year				6-12 oz. frozen cans (or equiv.)	24 qts. No Reduced Fat Milk		2 doz.	18 oz. p. butter 1 cert. period. 1 lb. beans other months.	36 oz. lowest cost. Alternate hot & cold.
Child - 2-5 years				6-12 oz. frozen cans (or equiv.)	16 qts.	8 qts.	2 doz.	18 oz. p. butter 1 cert. period. 1 lb. beans other months.	36 oz. lowest cost. Alternate hot & cold.
Pregnant/ Breastfeeding				6-12 oz. frozen cans (or equiv.)	20 qts.	8 qts.	2 doz.	18 oz. p. butter 1 cert. period. 1 lb. beans other months.	36 oz. lowest cost. Alternate hot & cold.
Postpartum Woman				4-12 oz. frozen cans (or equiv.)	16 qts.	8 qts.	2 doz.		36 oz. lowest cost. Alternate hot & cold.
Special Dietary Needs	up to 35 (13 oz.) or 9 (1 lb.) powd. w/M.D. order			3-12 oz. frozen cans (or equiv.)					36 oz. (infant or adult cereal)
Breastfed Infant	May receive up to 1/2 the maximum amount of formula.								



Rationale for Food Packages

Foods selected by the SA for issuance to WIC participants are detailed in the State Agency Approved Food List. These foods are those allowable as specified in the Federal Regulations, Section 246.10(b)(1).

To ensure nutritional integrity, at least one food from each food group in the standard food package is available to each category of participant.

The CPA has responsibility for making the maximum quantity available based on the individual's nutritional needs. The CPA has responsibility for adapting the food package to the needs of participant, i.e., a one year old requires a lesser quantity of food than does a four year old.

Food Package I (0-3 Months)

Breastfeeding is encouraged.

If formula is the choice for infant feeding, formula will be iron-fortified concentrated or powdered. Although powdered formula is generally considered to be less costly than the concentrated, in some Montana towns it is more expensive. LA's are encouraged to cost compare.

Reduced iron and/or non-iron-fortified formula will be issued with a physician's justification, prescription. Documentation in the client's chart will include appropriate counseling and follow-up by the CPA.

Soy formula will be issued with a physician's justification and prescription on a monthly basis. Documentation in the client's chart will include appropriate counseling and follow-up by the CPA.

Ready-to-feed formula may be issued when the CPA determines and documents that there is unsanitary or restricted water supply, poor refrigeration, or that the infant's caretaker may have difficulty in correctly preparing the powdered or concentrated formulas.

Cow or goat milk will not be issued to infants.

Food Package II (4-12 Months)

Breastfeeding will be encouraged.

Frozen juice concentrate will be issued except when the CPA determines and documents that there is an unsanitary or restricted water supply, poor refrigeration, or that the infant's caretaker may have difficulty in correctly preparing the concentrated juice.

No infant juice will be issued.

Juice will not be issued to an infant until he/she is at least 6 months of age and using a cup.

Generic brands and store brands of authorized juice that are 100% juice, have no sweetening added, and supply 100% vitamin C may be issued.



Cow and goat milk will not be issued to infants.

LA's are encouraged to keep price lists current, and as part of the nutrition education of the client, offer the lower cost choices.

Food Package III (Children/Women with Special Dietary Needs)

Special dietary needs of children and women may require supplemental foods. If the physician determines the need for formula for a child or woman (i.e., soy), the specific formula prescribed and the prescription order from the physician must be included in the participant's file. Appropriate counseling and follow-up must also be documented in the client's file by the CPA.

The quantities and types of supplemental foods prescribed shall be appropriate for the participant, taking into consideration the age and special dietary needs of the participant. The maximum quantities of supplemental foods authorized per month will not exceed the maximum allowable amounts as in CFR 246.9(3)(iv).

Food Package IV (Children 1 to 5 Years)

Pasteurized whole, low fat, skim, dry powdered, and evaporated milk, which are appropriately fortified with vitamins D and A are the milk choices and may be issued to a 24 quart maximum. A portion of the allowed quantity will be dry powdered milk.

Low fat milk is not authorized for children under two years of age. (Fomon, S.J., Siegler, E.E., Nelson, S.E., and Edwards, B.B.)

Authorized hot and cold cereals up to a maximum of 36 oz (dry).

Authorized juice up to a maximum of 88 fluid oz. reconstituted.

Eggs: Two dozen large AA.

Cheese will not be issued.

-- This benefit is provided by the Surplus Commodity Program which is available in all the WIC clinic sites.

Peanut butter, any brand that does not contain jelly, honey, or other sweetener, may be issued on a certification period and may not exceed 18 oz.

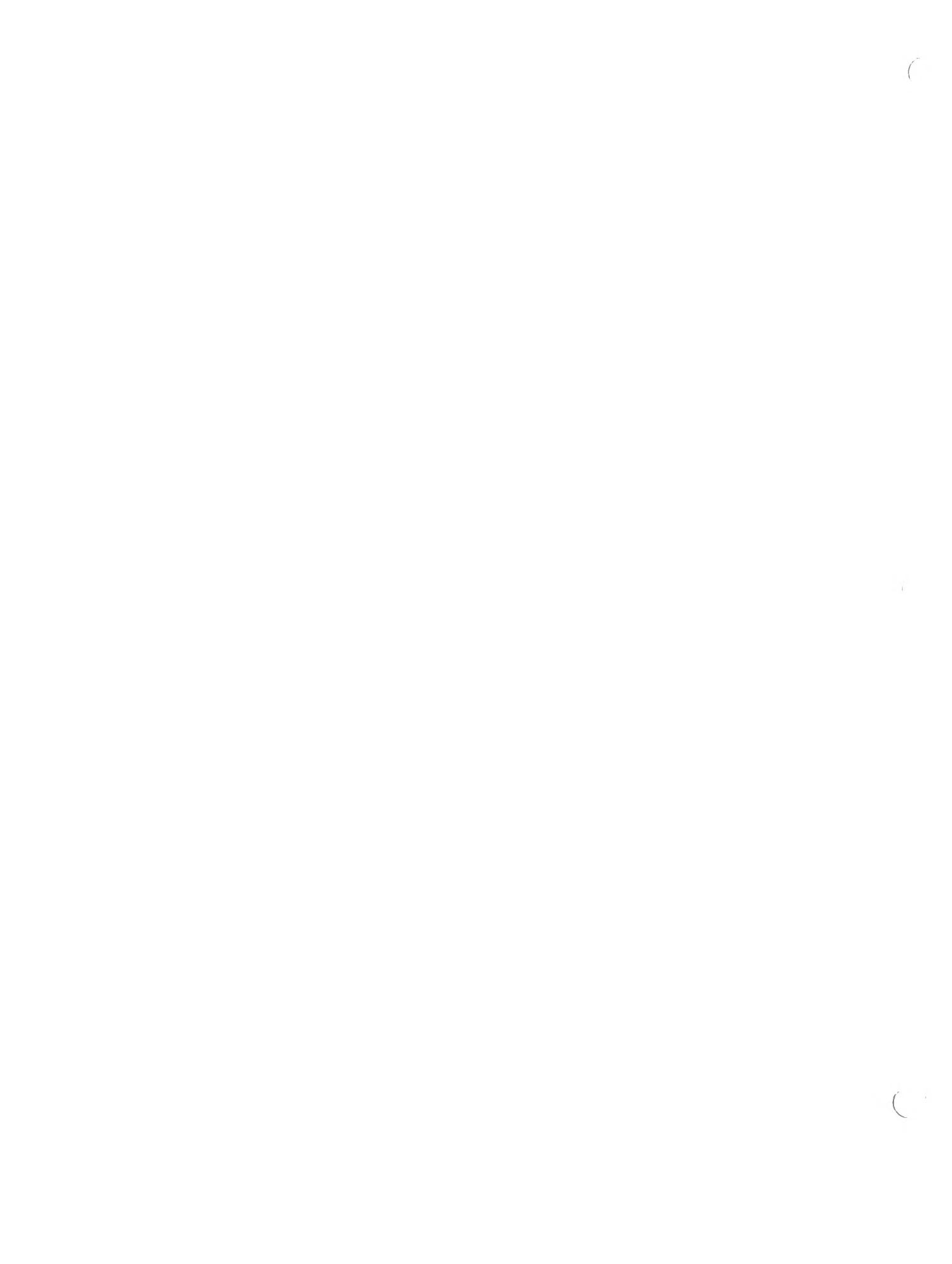
Dried peas, beans, or legumes, one pound maximum, may be offered the month; peanut butter is not issued.

Food Package V (Pregnant and Breastfeeding Women)

24 quarts of milk with a portion of it dry, powdered milk.

36 oz. cold or dry, authorized cereal.

180 fluid oz. reconstituted concentrated authorized juice.



The breastfeeding woman who supplements her infant's diet with formula may receive a full food package.

CPA's should counsel appropriately to encourage breastfeeding and should estimate the infant's intake from breastfeeding and adjust the supplemental formula in the infant package accordingly. The infant may receive up to 1/2 of the maximum amount of formula.

PH/war-5p1n



ACCOPRESS^(R)

25071	BLACK
25072	LIGHT BLUE
25073	DARK BLUE
25074	LIGHT GRAY
25075	LIGHT GREEN
25076	DARK GREEN
25077	TANGERINE
25078	RED
25079	EXECUTIVE RED
25070	YELLOW

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